

**UNIVAR SOLUTIONS PORTUGAL S.A.**  
**CONDITIONS OF SALE**

**1. GENERAL PRINCIPLES**

**1.1 ACCEPTANCE AND ENFORCEABILITY:**

- 1.1.1 These terms and conditions (the "GTS") will apply to all sales and deliveries by UNIVAR SOLUTIONS PORTUGAL S.A. ("UNIVAR"), all offers, quotations of UNIVAR, all orders placed with UNIVAR by another party (the "Buyer"). "Products" means any goods and/or services agreed in the Contract to be sold and delivered by UNIVAR to the Buyer. All references to prices, Products and services contained in these GTS shall be taken to mean the prices, Products and services detailed in the relevant order form issued by the Buyer ("Order") as subsequently accepted or amended by UNIVAR's written confirmation of Order. A "Contract" will be deemed to have been concluded after UNIVAR has confirmed in writing an Order placed by the Buyer, or has commenced the execution of such Order, whichever occurs first.
- 1.1.2 These GTS are the only terms upon which UNIVAR is prepared to deal with the Buyer.
- 1.1.3 Any variation from these GTS will be valid only if and to the extent that it has been expressly confirmed by UNIVAR in writing.
- 1.1.4 Placing an Order with UNIVAR shall be interpreted as the Buyer's complete and unconditional acceptance of the GTS, including the specifications, prices and rates in effect at UNIVAR, to the exclusion of any other documents such as prospectuses and catalogues issued by UNIVAR, which only have informational value.
- 1.1.5 The Purchase Order constitutes an offer by the Buyer to purchase goods in accordance with these conditions.
- 1.1.6 The Purchase Order shall only be deemed to be accepted when UNIVAR issues a written acceptance of the Purchase Order at which point and on which date the Contract shall come into existence (Commencement Date).

**1.2 MODIFICATION OF THE PRODUCTS:**

As long as the offer has not been accepted, UNIVAR reserves the right to make at any time any modifications that it deems useful to its Products, and to alter without prior notice the models defined in its prospectuses, catalogues or any other documents.

UNIVAR is at all times entitled to effect adjustments in the Products to be delivered, in order to improve them or comply with government regulations.

**1.3 CANCELLATION OF AN ORDER:**

The Buyer may only cancel an Order before UNIVAR's written confirmation of Order and with the written consent of UNIVAR.

**2. PRICES**

- 2.1 The price of the services of each delivery of goods will be as detailed in the relevant Purchase Order, as amended by the relevant Acceptance of Order, as amended in accordance with Clauses 2.2, 2.5 and 2.6, or if no pricing information is contained therein, will be in accordance with UNIVAR's price list in force from time to time. In the event of a conflict any price revision in accordance with Clauses 2.2, 2.5 and 2.6 shall prevail, or if the price has not been revised,

the price in the Acceptance of Order shall prevail and, if no price information is contained therein, the price in the Purchase Order prevail.

- 2.2 Where as a direct result of the United Kingdom's withdrawal from the European Union UNIVAR's costs of delivering the goods are materially increased, UNIVAR shall be entitled to increase the price of the goods on at least 14 days' written notice to the Buyer for such Products delivered from, to or via the United Kingdom (at any point in the supply chain). This increase shall be documented by UNIVAR, but for avoidance of doubt, does not need to be agreed by the Buyer in advance. For the purpose of this condition, an increase of 5% or more of the Seller's costs shall in all cases be deemed to be a "material" increase".
- 2.3 UNIVAR's prices are "carriage free", excluding taxes (including VAT), transport and insurance costs and all other costs, to be determined in accordance with these GTS, based on the prices communicated to the Buyer in the Acceptance of Order. UNIVAR reserves the right to alter the prices, at any time, until the Order is accepted. Prices are not subject to any discount.
- 2.4 The following costs shall be borne by the Buyer:
- (a) Any tax, fee or other amount to be paid in application of laws and regulations or those of an importer country or a country of transit; and/or
  - (b) Any creation or increase of aforementioned taxes, duties, fees or other amounts to be paid following the Acceptance of Order; and/or
  - (c) Any increase in costs (including transport) resulting from a specific request from the Buyer.
- 2.5 UNIVAR may still adjust or revise the price of any Contract, provided that this takes place within 6 (six) months after the Acceptance of Order if UNIVAR (in its sole discretion) considers the same to be justified by reason of any material increase in the prices of raw materials used by UNIVAR or other overhead costs incurred by UNIVAR in the supply of Goods.
- 2.6 UNIVAR may adjust prices where UNIVAR experiences increased costs of providing the Products to the Buyer, as a result of any of the following:
- (i) Governmental interventions, including but not limited to, governmental orders or policies, changes in taxes, tariffs, rebates and currency exchange; and/or
  - (ii) Uncontrollable raw material costs increases due to energy shortage, product shortages or breakdowns in manufacturing outputs and unforeseen increase costs of importing products for the benefit of Distributor rendering the terms of the contract economically unviable; and/or
  - (iii) Increased costs of transportation.

UNIVAR shall provide the Buyer with 21 (twenty one) days' advance notice of any price increase. The Buyer shall be entitled to cancel its Order by providing written notice to UNIVAR, only if the goods or services provided under that relevant Purchase Order are provided by UNIVAR out of UNIVAR's normal stock offering and do not form part of a particular stocking arrangement, such notice to be given within 7 (seven) days of the Buyer receiving notice of the price increase. If written notice of cancellation is not received by UNIVAR within 7 (seven) days then the Contract will continue in force.

### 3. PAYMENT

Unless otherwise agreed in writing, payments shall be made under the following conditions:

#### 3.1 PAYMENT TERM:

The Buyer will pay the entire purchase price, or the remainder thereof in the event of advance payment, immediately upon delivery of the Products or within 30 (thirty) days after the invoice date, at the discretion of UNIVAR, by transfer to or deposit into UNIVAR's bank account. Where the due date is a non-working date then payment is due on the last working day before the due date.

### 3.2 INSTRUMENT:

If payment takes the form of a negotiable instrument, failure to return the instrument shall be deemed a refusal to accept equivalent to a failure to make payment. Similarly, if the payment is staggered, failure to make a single payment by its due date shall give rise to the immediate acceleration of the entire debt, without prior notice.

All payments must be made in euros.

### 3.3 LATE PAYMENT:

3.3.1 Any amount not paid by the due date indicated on the invoice shall automatically give rise to:

- (a) the immediate application, without notice, of interests for late payment which is set at 8.05% (eight point zero five per cent);
- (b) the application of a fixed compensation of 40 (forty) euros per invoice to cover the costs of recovering the debt.
- (c) the immediate acceleration of any amounts due for other deliveries, if UNIVAR does not cancel the corresponding orders.

3.3.2 Any amount not paid by the due date on the invoice shall also entitle UNIVAR, automatically and without notice, further to the sending of a letter by registered mail, to suspend the execution of all Contracts in progress with the Buyer, until the full payment of the amounts due, as well as the option to use the reservation of title clause.

3.3.3 If payment has not been made 5 (five) working days after the date requested for said payment by notice that does not cause the situation to be remedied, the sale shall be automatically cancelled if UNIVAR so wishes and UNIVAR may request, by registered mail or urgent motion if applicable, the return of the Products delivered, without prejudice to all other damages. Cancellation shall affect not only the Sale in question; it shall also affect all prior unpaid Sales, whether delivered or in the process of being delivered, and regardless of whether or not their payment is due.

### 3.4 INSTALMENTS:

Where the Products are delivered by instalments or the services performed in stages UNIVAR may invoice each instalment or stage separately and the Buyer shall pay such invoice in accordance with these conditions.

### 3.5 SET-OFF; COMPENSATION:

Under no circumstances may payments be suspended or be compensated in any way without UNIVAR's prior written consent. In particular, no disputes arising under the Contract or delays (other than delays accepted by UNIVAR in writing) shall interfere with prompt payment by the Buyer.

### 3.6 LEGAL PROCEEDINGS:

In the event that UNIVAR is fully or largely successful in legal proceedings to which the Buyer is a party, the Buyer will be obliged to compensate all costs incurred by UNIVAR in connection with such proceedings, also to the extent that such costs exceed the cost award made by the court. UNIVAR may invoke this clause irrespective of whether the Buyer has appealed against the relevant judgment at the court of appeal or at the Highest Courts.

## 4. PACKAGING CONDITIONS

### 4.1 GENERAL TERMS AND CONDITIONS OF PACKAGING:

4.1.1 Packaging sold will not be taken back.

4.1.2 Where UNIVAR delivers Products to the Buyer, UNIVAR ensures that all packaging in the form of crates, drums, boxes, carboys etc are suitable to protect the Products from damage

during delivery. UNIVAR can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the Products or other unconnected goods and the Buyer must satisfy himself that the Products are safely packaged for such transportation.

- 4.1.3 UNIVAR or UNIVAR's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of UNIVAR's Products and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). UNIVAR accepts no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use the Products, containers or other packaging in accordance with the written safety instructions and/or advice.

#### 4.2 TERMS AND CONDITIONS FOR CONSIGNED PACKAGING:

- 4.2.1 Complete terms and conditions for consigned packaging can be found in UNIVAR's packaging conditions, available on request. Following terms are basic requirements but in case of discrepancy, that document shall control.
- 4.2.2 Except when packaging is sold to the Buyer or when packaging cannot be reused, the packaging of the Products is consigned with Buyer. At the time of the Buyer places an Order, it shall indicate whether or not it wishes to purchase the packaging of the Products. When confirming the Order, UNIVAR shall inform the Buyer of the Products which packaging is disposable and cannot be re-used and the Products which packaging is consigned. The consignment value of the packages does not include VAT. Expenses to use and clean the packages are also charged to the Buyer, with VAT. All of the aforementioned amounts are payable at the same time as the Products ordered and under the same conditions.
- 4.2.3 Regardless of the circumstances, consigned packaging remains UNIVAR's property.
- 4.2.4 Consigned packaging must be returned clean, hermetically sealed, complete and bearing UNIVAR's original marks and labels and in perfect condition, both inside and outside. They must not have been used for any purpose other than to protect the Product initially contained in such packaging and for any further transportation. They must be totally empty and not contain any residues. If the above conditions are not complied with, UNIVAR reserves the right, depending on the situation and at its entire discretion, to charge the Buyer with (i) the full price of such packaging including VAT, as well as any expenses relating to the destruction of said packaging, or (ii) additional expenses for cleaning such packaging if these expenses exceed the previously invoiced amounts. The aforementioned destruction or cleaning expenses shall be deducted from the consignment fee. If, however, the aforementioned expenses are higher than the consignment fee, the balance of the destruction or cleaning price shall be charged to the Buyer.
- 4.2.5 Packaging must be returned at the Buyer's costs to UNIVAR's warehouse within sixty (60) days from the delivery date. Thereafter, UNIVAR shall no longer be required to take them back and shall be entitled to keep the consignment fee.
- 4.2.6 Once UNIVAR has received and accepted the returned packaging, the Buyer shall be reimbursed by a credit note corresponding to the oldest consignment.
- 4.2.7 Only UNIVAR's packaging shall be taken back. UNIVAR shall under no circumstances take back (a) any number of packages greater than the quantities delivered by UNIVAR or (b) any packaging not delivered by UNIVAR or (c) packaging returned after the delay specified in Clause 4.2.5.
- 4.2.8 Where the Buyer uses SAFE-TAINERTM containers, the Buyer shall notify UNIVAR as soon as empty SAFE-TAINERTM containers are available for collection and UNIVAR shall arrange collection of such containers with the Buyer. The Buyer shall be entitled to use each SAFE-TAINERTM container free of charge for a period of 56 days from the date of delivery of that container ("Charge Free Period"). Any SAFE-TAINERTM containers not made available for collection within the Charge Free Period will be invoiced at the standard rate per container per day, payment of such invoice being due in accordance with Clause 3.

## 5. RISKS ASSOCIATED WITH DELIVERY AND TRANSPORT

### 5.1 DELIVERY TIMEFRAMES:

- 5.1.1 Time for delivery of the Products and completion of the services is given as accurately as possible but is not guaranteed. Deliveries are only made based on availabilities, and in the order of the arrival of orders. Failure to comply with the delivery schedule shall not give rise to any damages or setoffs. In the event that UNIVAR is unable to deliver the Products at the agreed time, it shall use its reasonable endeavours to notify the Buyer of the delay. Upon notice by UNIVAR, the Buyer agrees to negotiate in good faith with UNIVAR to agree a new delivery date. In the event that the goods cannot be delivered, or the parties cannot agree a new delivery date, the Buyer may cancel the contract and seek alternative goods at its own cost and risk.
- 5.1.2 If 60 (sixty) working days after the date requested for said delivery, in a notice sent to UNIVAR by the Buyer, the Product has still not been delivered for a reason other than a case of force majeure, the Contract may in this case be cancelled at the request of the Buyer. The aforementioned delay is extended to 90 (ninety) working days in the event that it involves a Product that UNIVAR does not have hold in stock. Buyer's sole remedy shall be the reimbursement of any advance payments.
- 5.1.3 Except where otherwise agreed, UNIVAR shall deliver to the Buyer's premises stated in the Contract. Acceptance of any change to the delivery point requested by the Buyer shall be at UNIVAR's sole discretion and the Buyer shall be liable for any additional expenses incurred by UNIVAR as a result of such change.
- 5.1.4 Regardless of the circumstances, timely delivery may only occur if the Buyer is up-to-date with all of its obligations to UNIVAR.

### 5.2 RISKS ASSOCIATED WITH DELIVERY AND TRANSPORT:

- 5.2.1 Regardless of the delivery arrangements, including deliveries shipped carriage free and notwithstanding the reservation of title clause, the transfer of risks to the Products and/or their packaging to the Buyer shall take place as of the shipping from the UNIVAR's warehouses. Accordingly, the Products and/or their packaging travel at the risk of the Buyer, who shall be responsible, in case of damaged, lost or missing items, for communicating any reservations or for exercising any remedy with the carriers responsible.
- 5.2.2 However, if the Products are transported by a UNIVAR vehicle, the risks of loss or damage of the Products and/or their packaging shall be borne by UNIVAR and are only transferred to the Buyer once the Products have been made available to him, i.e. the delivery vehicle's side. UNIVAR accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the Products and containers/ packaging from the vehicle side to the Buyer's storage location. In that case, no liability can be accepted for damage in transit unless the Buyer notifies the site from which the Products were ordered or the Buyer's usual customer representative within 3 (three) working days of receipt of the Products, and confirms by notification in writing within 7 (seven) working days of receipt of the Products. For latent and not reasonably apparent defects, Seller must be notified within 5 (five) working days of discovery and in any event no later than 3 (three) months from the date of delivery. Where UNIVAR is notified of the damage to the Products in accordance with this provision, UNIVAR shall repair or replace the Products at its sole option.
- 5.2.3 Where the Buyer collects the Products from UNIVAR, although UNIVAR may inspect any collection vehicle used by the Buyer, UNIVAR shall not be responsible for any losses caused or claims made to the Buyer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.
- 5.2.4 If the Buyer does not promptly discharge road tankers used to deliver the Products to the Buyer, the Buyer shall indemnify UNIVAR against any liability whatsoever, including, but not limited to, a liability to pay demurrage or similar payments owed to the owner/operator of the road tanker in respect of the consequent delay.

### 5.3 QUANTITY:

5.3.1 UNIVAR reserves the right to deliver less or more than the quantity of Products ordered by up to 5% (five percent) and the Buyer shall pay for the quantity actually delivered. Measurements of volume or weight are also subject to variation as a result of normal manufacturing or packing processes and the Buyer must accept such variations up to 5% (five percent) of the stated measurement.

5.3.2 Failure by the Buyer to take delivery of any one or more instalments of Products delivered in accordance with the Contract shall entitle UNIVAR to terminate the Contract either in whole or part.

#### 5.4 CHECKING OF CONFORMITY:

Upon reception of the Products, the Buyer shall immediately assess Products' conformity with the Contract in every respect, in particular in terms of quantity and quality. The Buyer shall take reasonable precautions to prevent any contamination of Products caused through no fault of UNIVAR during carriage or otherwise from entering the Buyer's production process. Regardless of the circumstances, this assessment by the Buyer must be carried out prior to the putting into circulation or in production of a Product. The Buyer further undertakes not to use the Products provided by UNIVAR in a production cycle unless it has first made sure that the Products are consistent with the specifications desired for the production in question. The Buyer acknowledges that it is relying on its own expertise and knowledge and not that of UNIVAR in entering the Contract.

#### 5.5 DELIVERY:

The Buyer will sign a delivery slip "for acceptance" when the Products are made available for delivery. Any acceptance shall take place on the doorstep of the place of delivery. Any instruction given by the Buyer to the employees of UNIVAR or UNIVAR's carrier to allow the products in its facilities or to have it allow any handling in any way shall take place at the Buyer's own risk.

### 6. WARRANTIES

6.1 UNIVAR's obligation is limited to the supply of the Products according to the Contract. To the fullest permitted by law, UNIVAR expressly disclaims all other warranties, express or implied. The Products are offered on the basis that the Buyer has taken all reasonable measures to confirm their suitability for the Buyer's own particular products, applications and production methods. The use of the Products is the sole responsibility of the Buyer who shall assume any consequences thereof, whether direct or indirect, and whatsoever its nature, and UNIVAR makes no warranties in respect thereof. The goods supplied by UNIVAR shall, at the point of delivery, be in accordance with the specification supplied by UNIVAR (if any) and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by UNIVAR. The services shall also conform to the specification supplied by UNIVAR (if any) and be carried out with all reasonable care and skill.

6.2 UNIVAR's warranty does not apply to visible defects.

6.3 Recommendations for use of the Products, technical advice, whether given in writing, orally, or to be implied from results of tests carried out by UNIVAR, are based on UNIVAR's current knowledge at the time. No warranty, either express or implied, is made by UNIVAR regarding the validity of the recommendations or the results obtained therefrom.

6.4 Unless UNIVAR has specifically confirmed in writing to the Buyer that the Products are suitable to be mixed with any other goods, UNIVAR accepts no liability for admixture of the Products with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the Products concerned and the containers to be used are entirely suitable for such admixture and/or for transfer of such.

6.5 If the condition of the goods or services is such as might or would (subject to these conditions) entitle the Buyer to claim damages, to repudiate the Contract or to reject the goods or services the Buyer must first ask UNIVAR to repair the goods or supply satisfactory substitute goods or services and UNIVAR shall then be entitled at its option to repair or supply satisfactory



substitute goods or services free of cost and within a reasonable time or to repay the price of the goods or services in respect of which the complaint is made.

- 6.6 If UNIVAR does so repair or supply satisfactory substitute goods or services or effect repayment, the Buyer shall be bound to accept such repaired or substituted goods or services or repayment and UNIVAR shall be under no further liability in respect of any loss or damage of whatever nature arising in relation to those goods or services.

## **7. REACH**

- 7.1 The Buyer agrees to comply with all of its obligations under the EU Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). In particular, the Buyer shall communicate to UNIVAR any new information on hazardous uses of the Products and possible inadequacy of recommended risk management measures related to substances and/or mixtures that they contain.
- 7.2 For all dangerous substances and mixtures covered by REACH, the Buyer will receive safety data sheets, which may include one or more exposure scenarios attached. The Buyer will check whether their current use of a particular substance and/or mixture is covered by the relevant safety data sheet and related exposure scenarios and whether the Buyer complies with the conditions described on the relevant safety data sheet and exposure scenarios.
- 7.3 Identified uses under REACH do neither represent an agreement on the corresponding contractual quality of the Products nor a designated use under any Contract.
- 7.4 If the Buyer intends to use a dangerous substance and/or mixture outside the conditions described in the relevant exposure scenario, or if the Buyer's use is not covered by that exposure scenario, the Buyer should make its use and/or use conditions known to UNIVAR as soon as possible. UNIVAR will then contact the relevant supplier to seek to obtain from the supplier of the substance and/or mixture the exposure scenario that covers the Buyer's particular use conditions. Any use by the Buyer of the substance or mixture outside the conditions specifically described on the safety data sheet and related exposure scenario shall be at the Buyer's exclusive risks and UNIVAR disclaims any liability thereof.
- 7.5 Alternatively, the Buyer can seek their own registration for a specific use of a dangerous substance and communicate the registration reference to UNIVAR in order to continue supplies of dangerous substances for uses not identified on the relevant exposure scenario.
- 7.6 UNIVAR may not be held liable to the Buyer in case of failure or delay in the performance of its supply obligations, if the failure or the delay is due to orderly compliance of regulatory and legal obligations in connection with REACH being triggered by the Buyer's respective communications.

## **8. LIMITATION OF LIABILITY**

- 8.1 Nothing contained in these Conditions shall limit or restrict UNIVAR's liability for matters for which liability may not be limited or excluded under law.
- 8.2 Buyer's failure to perform incoming inspection and conformity checks required under these GTS shall give rise to Buyer's exclusive liability for any direct, indirect or consequential damages that could have been avoided had the Buyer performed such inspection and checks. Similarly, Buyer's acceptance of a product delivered by UNIVAR and which specifications are acknowledged by the Buyer as not meeting the specifications agreed in the Contract shall waive all rights of Buyer to claim that such product is non-conforming and give rise to Buyer's exclusive liability for any direct, indirect or consequential damages caused by such product. In no event may UNIVAR be held liable under aforementioned circumstances.
- 8.3 UNIVAR or UNIVAR's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of UNIVAR's goods and containers (such as crates, drums, boxes,

cases or carboys) and other types of packaging (further copies available on request). UNIVAR accepts no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use UNIVARs' goods, containers or other packaging in accordance with the written safety instructions and/or advice.

- 8.4 Where UNIVAR delivers goods and containers/packaging to the Buyer, the point of delivery will be the delivery vehicle's side and UNIVAR accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the goods and containers/ packaging from the vehicle side to the Buyer's storage location or offloading.
- 8.5 Where the Buyer receives goods via a Power Take Off delivery system, it is the Buyer's responsibility to ensure that all operating instructions and health and safety procedures are followed at the point of delivery and UNIVAR accepts no responsibility for any claims, losses, costs or damage caused at and from the point of transfer to the Buyer's installation.
- 8.6 UNIVAR shall only be liable for direct damages. To the extent permitted under applicable law, under no circumstances, shall UNIVAR be liable for any indirect or consequential damages (whether in contract, law, tort, including negligence, or otherwise). In particular, UNIVAR may never be held liable for lost profits or revenues, depreciation of goodwill, loss of use of facility, costs of replacement products from a third party.
- 8.7 UNIVAR's maximum aggregate liability under or in connection with any Contract will in no circumstances exceed the price of the Products or services under the Contract.

## **9. CLAIMS/REMEDIES**

Any claim for shortage or non-conforming Products must be made in writing to UNIVAR within 5 (five) days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 5 (five) days after the date upon which the Product was to be delivered. For latent and not reasonably apparent defects, Seller must be notified within 5 (five) working days of discovery and in any event no later than 25 (twenty five) days from the date of delivery. Where Seller is notified of the damage to the Products in accordance with this provision, Seller shall repair or replace the Products at its sole option. Failure of UNIVAR to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without UNIVAR's permission and transportation for return will not be paid by UNIVAR unless authorized in advance.

## **10. FORCE MAJEURE**

- 10.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of UNIVAR including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, failure to grant any necessary licence or consent, any consequence arising as a result of or in connection with the United Kingdom's withdrawal from the European Union, accident, breakdown of plant or machinery, fire, flood, storm, default or failure of suppliers or subcontractors or anything directly or indirectly interfering with the goods or services (including but not limited to the price or supply of raw materials, services or any other goods relating to the contract) or the manufacture, supply, shipment, arrival or delivery of the goods.
- 10.2 UNIVAR shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 10.3 In the event that UNIVAR has already partially fulfilled its obligations upon the occurrence of force majeure, or is only able to fulfil its obligations in part, it will be entitled to separately



invoice the part already supplied or the part that can still be supplied and the Buyer will be obliged to pay that invoice as if were a separate Contract.

- 10.4 If the Force Majeure Event prevents UNIVAR from providing any of the goods and/or services for more than 24 (twenty four) weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.

## **11. TERMINATION**

UNIVAR shall be entitled forthwith to terminate any Contract between UNIVAR and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these conditions or where the control of the Buyer changes during the period of the Contract or where the Buyer commits any continuing or material breach of the Contract.

## **12. USE OF THE PRODUCTS**

- 12.1 The Buyer shall use, transport, store and transform the Products, in compliance with (a) all applicable laws and regulations on environmental protection, public health and the protection of humans and property and (b) safety instructions of the Buyer. The Buyer shall ensure that its employees comply with the same.
- 12.2 The Buyer shall comply with any safety information on the Products supplied to it and ensure that its customers are provided with all necessary information to use the Products in the safest possible way.
- 12.3 The Buyer undertakes to only sell Products to persons able to use them, store them, transport them or transform them in a manner consistent with the strictest safety rules.

## **13. RESERVATION OF TITLE CLAUSE**

- 13.1 Title to the Products will only be transferred to the Buyer when the Buyer has paid to UNIVAR all sums (including any default interest and ancillary amounts) due from it to UNIVAR under the Contract and under all other Contracts between UNIVAR and the Buyer (including any sums due under contracts made after this Contract) whether or not the same are immediately payable.
- 13.2 Until title to the Products has passed to the Buyer under these conditions the Buyer shall possess the Products as UNIVAR's fiduciary agent. The Buyer shall ensure that any packed products are clearly identifiable as received from belonging to UNIVAR as far as reasonably possible. During such time as the Buyer possesses the Products with UNIVAR's consent, the Buyer may in the normal course of business sell or hire the Products as principal but without committing UNIVAR to any liability to the person dealing with the Buyer.
- 13.3 UNIVAR may recover the Products in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licenses UNIVAR to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Clause 13.2 is being complied with by the Buyer or of recovering any Products in respect of which title has not passed to the Buyer.
- 13.4 The Buyer is required to inform UNIVAR immediately of any right exercised by third parties on the Products that are covered by the reservation of title or, if the Buyer is aware thereof, of the intention of any third parties to exercise their rights on the aforementioned Products.

## **14. COMPLIANCE**

The Buyer:

- (a) will comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;
- (b) acknowledges that it has access to, and reviewed, a copy of the Univar Code of Conduct, Trade Compliance Policy, Anti-Bribery Policy Anti-Trust and Corruption Policy at <http://www.univarsolutions.com> and shall adhere to the principles contained therein, and any further compliance policies provided to the Buyer, as updated from time to time;
- (c) will have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the matters referred to at 14 (a) and 14(b) , to ensure continued compliance

## **15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of the place of residence of UNIVAR, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Lisbon, Portugal.
- 15.2 Prior to initiating any legal proceedings, Parties shall attempt to resolve their dispute amicably.

## **16. MISCELLANEOUS**

### **16.1 INTELLECTUAL PROPERTY:**

All trademarks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, knowhow and other intellectual property rights of any nature ("Intellectual Property") in all Products or services supplied by UNIVAR are owned by UNIVAR and/or its suppliers. UNIVAR reserves the right at any time to require Buyer forthwith to discontinue the use in any manner whatsoever any such trademarks or other Intellectual Property.

### **16.2 SEVERABILITY:**

If any provision of the Contract or of these GTS is held invalid or unenforceable, in whole or in part, in any jurisdiction, that provision will be void in that jurisdiction to the extent it is contrary to applicable law in that jurisdiction and the invalidity or unenforceability of one or more provisions of the GTS and the Contract shall not affect the validity of the GTS and Contract as a whole. The Parties hereto shall substitute such provision by a valid one, which in their effect come close to the unenforceable provision, reasonably assuming that the Parties would have contracted the Contract also with this new provision.

### **16.3 ASSIGNMENT:**

The benefit of the Contract is specific to the Buyer, cannot be assigned without UNIVAR's consent and any prohibited assignment shall be void. UNIVAR may freely assign, delegate or transfer any Contract, as a part or as a whole, and any of its obligations thereunder to any third party. All the terms and conditions of the Contract shall be binding upon and for the benefit of the Parties hereto and their successors and permitted assigns.

### **16.4 WAIVER:**

A Party's delay or failure to enforce or insist on strict compliance with any provision of the GTS or any Contract will not constitute a waiver or otherwise modify the GTS or such Contract. A Party's waiver of any right granted under the GTS or any Contract on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

**16.5 INDEPENDENT CONTRACTOR:**

Nothing contained in these GTS or in any Contract shall create a joint venture or establish a relationship of principal and agent or any other relationship of a similar nature between the Parties. No Party shall have power to act on behalf of or to bind the other in any way.

**16.6 VARIATIONS:**

No variation to any Contract or additional terms shall have effect unless signed in writing on behalf of UNIVAR.

**16.7 Data Protection**

Should the Buyer receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from UNIVAR, the Buyer shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms.

The Buyer hereby agrees to indemnify UNIVAR against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by UNIVAR as a result of any breach of the GDPR by the Buyer.

**16.8 TRANSLATION:**

In the event that the conditions of the Portuguese version of the Conditions of Sale should be in conflict with this English version of the Conditions of Sale, the provisions of the Portuguese (as applicable) version of the Conditions of Sale shall prevail.

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