

UNIVAR SOLUTIONS BV

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 BV ("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 ("Acceptance 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 Order constitutes an offer by the Buyer to purchase goods in accordance with these conditions.

1.1.6. All Orders by the Buyer shall clearly indicate the exact name of the Buyer and C.I.F., the amount and exact description of the goods to be supplied, the exact address of delivery as well as an Order number.

1.1.7 The Order shall only be deemed to be accepted when the Seller issues the Acceptance of Order at which point and on which date the Contract shall come into existence (Commencement Date).

1.1.8 Before accepting an Order, Univar reserves the right to require at any time guarantees of payment and correct fulfillment of the client's commitments and even to reject the sale of products or require cash payments for customers with whom it has experienced problems of payment.

1.2 Modification of the Products:

1.2.1 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.

1.2.2 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 Order, as amended by the relevant Acceptance of Order, as amended in accordance with conditions 2.2, 2.4, 2.5 and 2.6, or if no pricing information is contained therein, will be in accordance with the Seller's price list in force from time to time. In the event of a conflict any price revision in accordance with conditions 2.2, 2.4, 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 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. Price 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 six (6) months after the Acceptance of Order if the Seller (in its sole discretion) considers the same to be justified by reason of any material increase in the prices of raw materials used by the Seller or other overhead costs incurred by the Seller 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.

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

2.7 In the case of offers from UNIVAR prior to the Order, and except that UNIVAR expressly specifies another term in its offer, the prices offered are valid for one month and are considered as fixed in the conditions specified in the offer during this period, except increase in taxes, expenses, rights or rates detailed in the above mentioned paragraphs between the moment of the offer and the delivery of the products corresponding to it.

3. PAYMENT

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

3.1 Payment Term:

Unless expressly agreed otherwise by the parties, payment of invoices shall be made in euros and shall be made by direct charge to the Bank (SEPA), promissory note, cheque, bank transfer or other procedure agreed between the parties, within sixty (60) days from the date of delivery of the corresponding products by Univar, or on the last working date before the due date if the due date is a non-working day.

3.2 Instrument:

3.2.1 If payment is made by cheque, it shall be received by UNIVAR at least three (3) days prior to the expiration date of the same. When payment is made through promissory note, these shall be sent to UNIVAR one (1) month before its expiration. In any case, the payment instruments must be received within a period that allows the banks to credit them to UNIVAR collection department, on the due date agreed for them.

3.2.2 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.

3.3 Late payment:

3.3.1 In the event that Buyer delays in the agreed payment term :

(i) the Buyer shall pay to the Seller, without any demand and as of the payment due date, interests for late payment which shall be equal to 1.5 times the legal interest rate on the amount due;

(ii) a flat rate allowance for recovery costs amounting to forty euros (40€) shall be automatically charged to Buyer as a minimum. An additional compensation may be claimed, upon presentation of evidence, when the recovery costs incurred are higher than the amount of the fixed allowance;

(iii) the Buyer shall pay to the Seller all legal costs, as well as any other expenses incurred due to the late payment without prejudice to any other rights or compensations provided by the law in favour of the Seller ;

(iv) the Seller reserves the right to suspend any delivery and/or cancel any of its outstanding obligations.

(v) Any amount not paid by the due date indicated on the invoice shall automatically give rise to the immediate acceleration of any amounts due for other deliveries, if UNIVAR does not cancel the corresponding orders.

For all other provisions, *la Ley 3/2004* of 29 December on combating late payment in commercial transactions, as amended by *la Ley 15/2010* of 5 July applies to the sale.

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 the Seller in writing) shall interfere with prompt payment by the Buyer.

4. PACKAGING CONDITIONS

In accordance with *el Real Decreto 782/98* of 30 April and *la Ley 11/1997* of 24th April on packaging and packaging waste, the Buyer is responsible of giving the environmental treatment the most suitable to the packaging of the products of the Seller as the final recipient of the products.

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 The containers will be returned carriage paid and under the sole responsibility of the Seller no later than ninety (90) days after their delivery to the Seller's storage location of origin of the products; after this period the Seller may reject your return.

4.2.2 The Seller may not accept the return of containers (i) that are not consigned packaging, (ii) that do not come from products delivered by the Seller (the same for containers coming from resellers of Univar); (iii) in amount greater than the delivered; (iv) that are not clean and in good condition; or (v) which have contained other product than the one supplied by Univar.

4.2.3 On the reception and acceptance of containers to the Seller's storage location of origin of the products, the customer will be reimbursed for an amount equal to that of the deposit.

4.2.4 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.

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.

5.1.2 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.

5.1.3 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.

5.1.5 In the event of delay in the reception of the products by the Buyer, the Seller may store the products and demand reimbursement of any costs and expenses incurred by such reason; Furthermore, the risk shall be considered to be transmitted to the Buyer at the time of making the products available although the Buyer has not received them.

5.2 Risks associated with delivery and transport:

5.2.1 Unless the parties have expressly agreed terms of delivery (INCOTERMS) other than those that are provided for in the present GTC, the risk of loss or deterioration of the products and/or its packaging shall pass to Buyer at the time of the expedition of the products. 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 thirty six (36) hours after the receipt of the Products, and confirms by notification in writing within seven (7) working days of receipt of the Products. For latent and not reasonably apparent defects, Seller must be notified within five (5) working days of discovery and in any event no later than three (3) 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, 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% 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% 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 the Seller 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:

5.5.1 The receipt of the products shall be considered as occurred at the time of the signing of the "acceptance of delivery" by the Buyer; at the time of signing it, the Buyer shall have the obligation and responsibility to indicate the name of its representative who receives the product, the date of receipt and seal it so that the Buyer and these data are clearly identified.

5.5.2 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 the Seller to repair the goods or supply satisfactory substitute goods or services and the Seller 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 the Seller 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 The Seller or the Seller's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of the Seller's goods and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). The Seller 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 Sellers' goods, containers or other packaging in accordance with the written safety instructions and/or advice.

8.4 Where the Seller delivers goods and containers/packaging to the Buyer, the point of delivery will be the delivery vehicle's side and the Seller 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 The Seller shall not be held responsible with respect to any defect in the products derived from (i) damage caused by wilful misconduct or negligence; (ii) a breach of the regulations in relation to the products or of restrictions or instructions of the manufacturer or of Univar; or (iii) an improper storage, use, processing or incorporation in the production of products by the customer.

8.6 The liability of the Seller for claims arising from compliance with or breach of its contractual obligations, shall not exceed the contractual basic price altogether and will not include any damages arising from profits, loss of revenue, production or use, capital costs, costs of inactivity or delays, customers of customer claims, loss of anticipated savings, increase in operating costs or any special damages indirect or consequential damages or losses of any kind.

9. CLAIMS/REMEDIES

Any claim for shortage or non-conforming Products must be made in writing to the Seller within thirty six (36) hours after Buyer's receipt of the Product and confirmed in writing within five (5) days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within thirty six (36) hours after the date upon which the Product was to be delivered and confirmed in writing within five (5) days after the date upon which the Product was to be delivered. For latent and not reasonably apparent defects, Seller must be notified within five (5) working days of discovery and in any event no later than twenty five (25) 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 the Seller 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 the Seller's permission and transportation for return will not be paid by the Seller unless authorized in advance.

10. FORCE MAJEURE

10.1 The Seller shall not be liable for the breach of any of its obligations and, in particular, of its obligation of delivery, to the extent that compliance is not possible due to circumstances beyond its reasonable control, including, without limitation, strike - either partial or total-, labour disputes of all kinds, impossibility of provisioning, transport disorders, fire, flood, explosion or natural disasters, 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.

10.2 Where, due to force majeure, the Seller is unable to perform its obligations for more than ninety (90) consecutive days, and parties do not agree on new ways of fulfilling these obligations, the Seller may terminate immediately the order affected by the case of force majeure by notifying in writing the Buyer and without incurring any liability.

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.

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 UNIVAR has received all sums (including any default interest and ancillary amounts) due by the Buyer under the 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 and the Buyer shall not use, transform, transfer or sell the Products. The Buyer shall

ensure that any packed products are clearly identifiable as received from belonging to the Seller as far as reasonably possible.

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 recover any Products in respect of which title has not passed to the Buyer.

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 Spain, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Madrid, Spain. However, Univar can request precautionary measures or an equivalent type of urgent legal relief in a different jurisdiction.

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 the Seller.

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 Univar reserves the right to modify these general conditions of sale.

16.9 Translation. In the event that the conditions of the Spanish version of the Conditions of Sale should be in conflict with this English version of the Conditions of Sale, the provisions of the Spanish version of the Conditions of Sale shall prevail.

**Version 004
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