

UNIVAR SOLUTIONS S.P.A.

CONDITIONS OF SALE

In these conditions (the “**Conditions**”) “Seller” refers to Univar Solutions S.p.A. or, as the case may be, to the companies controlling, controlled or subject the same control as Univar S.p.A. and “Buyer” refers to the individual firm or company to whom a quotation is addressed or whose order is accepted by the Seller. These conditions shall apply in respect of all contracts (“**Contract**”) between the Seller and Buyer for the purchase of goods or services from the Seller. No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller. These Conditions shall prevail on any conditions of purchase applied by the Buyer.

All references to prices, goods and services contained in these Conditions shall be taken to mean the prices, goods and services detailed in the relevant order form issued by you (“**Purchase Order**”) as subsequently accepted by the Seller’s written acceptance (also by email) of order form (“**Acceptance of Order**”).

1. Application of Conditions

- (a) All quotations, offers and tenders are made subject to the following conditions. Except as otherwise provided in these conditions, all other terms, conditions, representations or warranties are excluded from any Contract between the Seller and the Buyer unless expressly accepted in writing by the Seller.
- (b) The Purchase Order constitutes an offer or proposal pursuant to art. 1326 of the Italian Civil Code by the Buyer to purchase goods in accordance with these Conditions. The Purchase Order shall be irrevocable and binding upon the Buyer for a period of 15 (fifteen) working days after submission of the Order.
- (c) The Purchase Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Purchase Order at which point and on which date the Contract shall come into existence (Commencement Date).
- (d) The Purchase Order and the relevant Acceptance of Order shall be transmitted by exchanged between the Parties according to the transmission modes normally in use as between them, including by means of ordinary email communication.

2. Delivery

- (a) Time for delivery of the goods and completion of the services is given as accurately as possible but is not guaranteed. Except where otherwise agreed, the Seller shall deliver to the Buyer’s premises stated in the Buyer’s order. In the event that the Seller is unable to deliver the goods at the agreed time, it shall use its reasonable endeavours to notify the Buyer of the delay. Upon notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller 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.
- (b) The Seller reserves the right to deliver less or more than the quantity of goods 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.
- (c) The Seller may deliver the goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment. Failure by the Buyer to take delivery of any one or more instalments of goods delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or part.
- (d) No liability can be accepted for alleged defects, where such defects are reasonably apparent upon inspection, unless the Buyer notifies the site from which the goods were ordered or the Buyer’s usual customer representative within 3 working days of receipt of the goods, and confirms by notification in writing within 5 working days of receipt of the goods. For latent and not reasonably apparent defects, Seller must be notified within 5 working days of discovery and in any event no later than 1 year from the date of delivery. Where the Seller is notified of the defects in accordance with this provision, the Seller shall repair or replace the goods at its sole option and the Buyer shall not be entitled to any other indemnification, with the exception of the crediting back by the Seller of the relevant portion of price in the event of definitive recall of the goods. In

the event that the return of faulty goods is accepted by the Seller, such goods shall be collected by the Seller at its own expenses at the Buyer's warehouse where such goods are stored. The Buyer shall not anyway be allowed to directly ship back to the Seller the Products for which return has been authorised.

- (e) If the Buyer does not promptly discharge road tankers used to deliver the goods to the Buyer, the Buyer shall indemnify the Seller 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.
- (f) Goods are not permitted for resale by the Buyer unless expressly agreed in writing by the Seller.

3. Price and Payment

- (a) Subject to condition 3(b) and 3(c), the price for the services or each delivery of goods will be as detailed in the relevant Purchase Order, as accepted under the relevant Acceptance of Order, as amended in accordance with condition 3(b) and/or 3(c) 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 condition 3(b) and/or 3(c) 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 shall prevail.
- (b)
 - (i) The Seller shall be entitled to increase the price of the goods every six months after the date of the Acceptance of Order for any reason or more frequently 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 the goods.
 - (ii) The Seller shall provide the Buyer with 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 7 days of the Buyer receiving notice of the price increase. If written notice of cancellation is not received by the Seller within 7 days then the Contract will continue in force.
- (c) Where as a direct result of the United Kingdom's withdrawal from the European Union the Sellers costs of delivering the goods are materially increased, the Seller 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 the Seller, 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".
- (d) All prices (which unless otherwise specifically stated are exclusive of VAT and any other applicable taxes, including hydrocarbon oil duty, where applicable, and do not include delivery or package charges) are net and are not subject to any discount. Unless otherwise agreed, the payment must be received by the Seller by the date of the last day of the first month following the month the invoice is issued by the Seller or no later than the last working day before such date if such date falls on a nonworking day. If the Buyer and the Seller agree on a different payment term and, according to such term, the payment falls due on a nonworking day, the payment must be received no later than the last working day before such nonworking day. The Buyer will pay, to the account nominated by the Seller, all amounts due under the Contract in full and without any deduction, withholding or set-off.
- (e) The Buyer shall never be allowed to retain any amount to be paid to the Seller, not even by way of setting off against any potential debt upon the Seller towards the Buyer or as anticipated indemnification against any damage claimed by the Buyer. In the event of a delayed payment, an interest rate determined pursuant to the rate provided for under art. 5 of Legislative Decree n. 231/2002 increased by 8% shall apply, which will be charged on the Buyer by issuing specific debit notes.
- (f) Where the Buyer defaults in payment, the Seller shall be entitled to suspend any or all further deliveries and the performance of services under the Contract and under any other Contract between the Seller and the Buyer and demand immediate payment of all sums owed, or yet to be invoiced, by the Buyer to the Seller.
- (g) Where goods are delivered by instalments or the services performed in stages the Seller may invoice each instalment or stage separately and the Buyer shall pay such invoice in accordance with these Conditions.

- (h) The Seller has the right to issue a supplementary invoice in respect of any increase in tax or duty between the date of dispatch and the date of delivery for which the Seller may be liable to the appropriate authorities.
- (i) No disputes arising under the Contract or delays (other than delays acknowledged by the Seller in writing) shall interfere with prompt payment by the Buyer.

4. Payment for Containers

- (a) Subject to condition 4(b), the Seller shall be entitled to charge the Buyer for crates, drums, boxes, cases, carboys or other types of packaging where such packaging is used for transportation of the goods to the Buyer. Where the Seller has indicated to the Buyer that such packaging is returnable to the Seller, the Buyer shall return them to the Seller in good condition within 2 months, carriage paid, and the Seller will credit the Buyer for such returned packaging in his next account. All returnable packages which are not returned to Seller in accordance with this provision, not complete or in good condition, and which have not previously been charged for, will be invoiced at the standard rate, payment of such invoice being due in accordance with condition 3(d).
- (b) Where the Buyer uses SAFE-TAINERTM containers, the Buyer shall notify the Seller as soon as empty SAFE-TAINERTM containers are available for collection and the Seller 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 condition 3(d).
- (c) Containers provided by the Seller must not be used for the storage or holding of any goods other than those goods delivered by the Seller unless the Seller's prior written consent is obtained.

5. Credit

The Seller reserves the right, at any time, to withhold credit facilities from or to limit the amount or period of credit it will grant to Buyer.

6. Guarantee

- (a) The Buyer acknowledges and agrees that the provisions contained in this Article 6 constitutes the sole and exclusive remedy available to it with regard to non-conforming products.
- (b) The goods supplied by the Seller shall, at the point of delivery, be in accordance with the specification supplied by the Seller (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 the Seller. The services shall also conform to the specification supplied by the Seller (if any) and be carried out with all reasonable care and skill. Any warranty by the Seller hereunder shall exclude losses caused by improper or insufficient maintenance, normal wear and tear, and any improper operating, storing, handling, installation, and bracing.
- (c) 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.
- (d) If the Seller does so repair or supply satisfactory substitute goods or services or effect repayment under condition 6 (c), 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.
- (e) The Buyer agrees to comply with all of its obligations under the REACH Regulations. In particular, but without limitation, the Buyer shall provide, on a timely basis, to the Seller all relevant new information on hazardous properties of the goods. The Buyer shall comply with any safety information on the goods supplied to it and ensure that its customers are provided with all the information required to use its products safely.

7. Liability

- (a) Nothing contained in these Conditions shall limit or restrict the Seller's liability for death or personal injury caused as a result of the Seller's negligence, nor does the Seller limit or restrict its liability for fraudulent misrepresentation or other matters for which liability may not be limited

or excluded under imperative provisions of Italian law.

- (b) 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.
- (c) 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.
- (d) 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 the Seller accepts no responsibility for any claims, losses, costs or damage caused at and from the point of transfer to the Buyer's installation.
- (e) Where the Seller delivers the goods to the Buyer, the Seller ensures that all packaging in the form of crates, drums, boxes, carboys etc are suitable to protect the goods from damage during delivery. The Seller can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the goods or other unconnected goods and the Buyer must satisfy himself that the goods are safely packaged for such transportation.
- (f) Where the Buyer collects the goods from the Seller, although the Seller may inspect any collection vehicle used by the Buyer, the Seller 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.
- (g) Unless the Seller has specifically confirmed to the Buyer that the goods are suitable to be mixed with any other goods, the Seller accepts no liability for admixture of the goods 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.
- (h) The Seller's maximum aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the price of the goods or services under the Contract.
- (i) In no circumstances shall the Seller be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, goodwill or business opportunity, loss of data or contract, loss of market shares, loss of chance, cost increase, reputational damages or any other form of any loss (whether or not reasonably foreseeable and even if the Seller had been advised of the possibility of the Buyer incurring the same) which arises out of or in connection with the Contract.
- (j) The Seller shall not be liable towards the Buyer for any damage, unless the Buyer has communicated its claim in writing to the Seller within 30 days from the date when the Buyer is aware of any circumstance from which such liability may arise.

8. Intellectual Properties

- (a) All trademarks, registered or unregistered design rights, copyrights, patent rights, confidential information, know-how and other intellectual property rights of any nature ("**Intellectual Property Rights**") in all goods or services supplied by the Seller are owned by the Seller and/or its suppliers. The supply of the goods/services does not grant the Buyer any right relating to said brands, which therefore shall not be used beyond the limits set forth by the applicable laws. In detail and without limitation, the Buyer shall not use the brands such as commercial signs, domain names, trade names or in any case the brands in association with other brands without the Seller's express consent. The Buyer shall also abstain from any alteration or modification to the goods' packing and/or formulation (including labels, statements, symbols, colours, etc.) with respect to the packaging/formulation approved and used by the Seller.
- (b) The Buyer shall indemnify and hold the Seller harmless against all losses, costs or expenses borne by the Seller as a consequence of the fulfilment by the Seller of any request by the Buyer which anyhow infringes any third parties' right.
- (c) In the event that any third party claims that the goods infringe any third parties' exclusive rights (such Intellectual Property Rights), the Seller shall have the right at its own discretion and expenses: (a) to modify or replace the goods in such a way that said infringement be remedied without any prejudice to the goods' quality; (b) allow the Buyer to legitimately sell the goods; (c) buy the goods back from the Buyer.

- (d) The Seller shall have all the exclusive Intellectual Property Rights on any innovation relating to the goods (such as new brands, designs, inventions) which may occur during or from the commercial relationship between the Seller and the Buyer, even if deriving from any modification or personalisation of the goods requested by the Buyer; the Seller shall therefore be entitled to exercise such exclusive rights and as well as to apply in its name for the relevant registrations.

9. Risk

The risk in the goods shall remain with the Seller until delivery by the Seller or collection of the goods by the Buyer or payment for the goods by the Buyer, whichever is the earlier, at which time the risk in the goods shall be transferred to the Buyer.

10. Reservation of Title

- (a) Title to the goods shall only pass to the Buyer if the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under the relevant Contract and under all other contracts between the Seller and the Buyer (including any sums due under contracts made after this Contract) whether or not the same are immediately payable.
- (b) The Seller may recover goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licences the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Condition 10 (c) below is being complied with by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.
- (c) Until title to the goods has passed to the Buyer under these Conditions, it shall possess the goods as fiduciary agent and bailee of the Seller. The Buyer shall ensure that any packed products are clearly identifiable as received from the Seller as far as reasonably possible. During such time as the Buyer possesses the goods with the Seller's consent, the Buyer may in the normal course of business sell or hire the goods as principal but without committing the Seller to any liability to the person dealing with the Buyer.

11. Ex Stock Goods

Ex-stock goods are offered subject to the same not having been sold elsewhere prior to receipt of unqualified acceptance of the Seller's quotation.

12. Variations

No variation to any Contract or additional terms shall have effect unless signed in writing on behalf of the Seller by an Officer of the Seller.

13. Assignment

- (a) The Contract is between the Seller and the Buyer as principal, the Seller may assign the same without further notice to the Buyer yet the contract is not assignable by the Buyer without the prior written consent of the Seller.
- (b) The Buyer acknowledges - with no right to raise any objection- that the Seller shall have the right to assign to third parties any credit anyway deriving from the supplies carried out pursuant to these Conditions. The Parties expressly acknowledge that the Seller shall have the right to assign said credit – both *pro soluto* or *pro solvendo* – to factoring companies either by means of immediate notification to the Buyer of the assignment or by means of notification following the potential defaulted payment; as a consequence, the assignor shall have the right to collect the credit.

14. Termination

The Seller shall be entitled forthwith to terminate any Contract between it and the Buyer by written notice, pursuant to art. 1456 civil code, if:

- (a) the Buyer fails to pay any invoice in accordance with these conditions; or
- (b) where the control of the Buyer changes during the period of the Contract; or
- (c) where the Buyer commits any breach of the following clauses of these Conditions: 3(d); 3(e); 4; 6(e); 16; or
- (d) otherwise ceases or threatens to cease to carry on business.

15. Force Majeure

- (a) For the purposes of these Conditions , Force Majeure Event means an event beyond the reasonable control of the Seller 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.
- (b) The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under these Conditions as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Seller from providing any of the goods and/or services for more than 24 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate these Conditions immediately by giving written notice to the other.

16. Compliance

The Buyer;

- (a) will comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery;
- (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 16 (a) and 16(b), to ensure continued compliance

17. Governing Law and Jurisdiction

- (a) These Conditions, and any dispute or claim arising out of or in connection with them or the Contract or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of Italy, with the exclusion of the laws on the conflicts of laws. The 1980 Vienna Convention on the international sale of goods shall not apply.
- (b) The parties irrevocably submit any controversy related to these Conditions and to any Contract to the exclusive jurisdiction of the Courts of Milan.

18. Severability

If any the terms, conditions, clauses or sub-clauses of these Conditions or of any Contract are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these terms and conditions, which will remain in full force and effect.

19. Non-waiver

A waiver of any right under these Conditions or under any Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Conditions or under any Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20. 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 the Seller, 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 the Seller against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by the Seller as a result of any breach of the GDPR by the Buyer.

For acceptance:

For the purposes of Art. 1341 of the Civil Code, the Buyer, who has carefully read and considered them, hereby specifically approves the following articles of these Conditions: art. **1(a); 1(b); 1(c); 2; 3; 4; 5; 5; 7; 8; 13; 14;15(c); 16 and 17.**

For acceptance:
