

UNIVAR MIDDLE EAST-AFRICA FZE

CONDITIONS OF PURCHASE

1. GENERAL

1.1. In these terms and conditions of purchase "Buyer" refers to UNIVAR MIDDLE EAST-AFRICA FZE and "Seller" refers to the company which has confirmed an Order from the Buyer. The Seller and the Buyer are also referred to as "Party" or "Parties". Unless special agreement between the Buyer and the Seller, these general terms and conditions of purchase apply to all purchases of goods or services made by the Buyer to the Seller.

1.2. In these terms, "Order" means the Buyer's written instruction to supply goods or to provide services. "Confirmation of Order" means the written acceptance of the Seller to the Buyer's Order. The Order shall be deemed to be accepted on the earlier of (i) the Seller issuing written Confirmation of the Order; or (ii) any act by the Seller consistent with fulfilling the Order, at which date the Contract shall come into existence.

2. ORDERS

2.1. Unless otherwise agreed between the parties, all Orders shall be accepted in writing by the Seller prior to dispatch or within five (5) working days of the Seller's receipt of the Order, whichever is the earlier, confirming quantity, product specification, price and delivery date.

2.2. Unless the Buyer's Order is confirmed in writing within the timeframe mentioned in clause 2.1, or delivery takes place within that time in response to the Order, the Buyer shall cease to be bound by it. Before the Order is accepted by the Seller, the Buyer shall have the right to cancel it at any time, without any liability to the Seller. After the Acceptance of Order by the Seller, the Buyer may cancel its Order with the written agreement of the Seller. Any modified acceptance of the Buyer's Order is required to be expressly accepted by the Buyer and set out in writing. In this case the Contract shall become effective only when such modifications are approved by the Buyer in writing.

3. PRICES

The prices quoted and the offers made by the Seller will be fixed and irrevocable after written acceptance of the Buyer. A price that has been accepted by the Buyer may not be increased without the Buyer's prior written consent. The price payable shall be that specified in the Contract and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges, including without limitation, delivery of the Goods and any applicable duties or taxes.

4. PAYMENT

4.1. The Buyer's standard payment terms of forty-five (45) days from the end of the month in which the goods were delivered apply to the Contract unless otherwise agreed in writing by the Parties. Delay in payment shall not be considered as a material breach of the Contract.

4.2. Unless otherwise agreed in writing, the Seller will not send the invoice before the date of delivery. The invoice must be raised in the currency which is stated on the Contract.

4.3. The invoices sent by the Seller shall comply with applicable laws and regulations.

4.4. All invoices must be sent to the Buyer's address as stated in the Order and quote the relevant Buyer's purchase order number.

4.5. The Buyer may deduct from any monies due or becoming due to the Seller any money that may be due to the Buyer from the Seller.

5. DELIVERY AND QUANTITY

5.1. In the absence of any agreement to the contrary the Goods shall be delivered by the Seller, duty paid (DDP in accordance with INCOTERMS 2010) to the address stated by the Buyer in the Order, on the stipulated date and time, at the expense of the Seller and for the purposes of verification in quality and quantity of the conformity of the products to the Order. Deliveries in instalments will only be accepted with the Buyer's prior written consent.

5.2. The Buyer shall have the right to refuse the products not complying with the Order and will notify this refusal in writing. Seller shall return at its expense the products rejected within a maximum of five (5) working days of the notification of refusal. In case of non-compliance on minor points, Buyer shall proceed to the reception with reserves.

5.3 The Seller shall promptly notify in writing the Buyer if the Seller has reason to believe that the agreed date of delivery cannot be met. Such notification does not release the Seller from its obligations with respect to the agreed delivery time nor from its liability in that respect. Any delivery delay shall be considered as a material breach of the Contract. Therefore, the Buyer reserves the right to cancel any unexecuted part of any delayed Contract and/or to claim compensation to the Seller.

5.4. In case of a delay the Buyer shall in addition to what is stated in clause 5.3 above be entitled to liquidated damages amounting to five percent of the total price for the delayed Contract per week, calculated on the first day of each week, and from the day when the Goods should have been delivered according to the Contract until they have been delivered. These amounts are due without any formal notice and will be paid under the form of a credit note. The liquidated damages shall not exclude any other remedy available to Buyer and Buyer shall be entitled to claim additional damages to the extent that the Buyer can prove that the Buyer has incurred costs or suffered damages to an amount that exceeds the liquidated damages.

5.5. If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense. The Buyer reserves the right to refuse quantities greater than those ordered delivered by the Seller.

5.6. If the Seller is responsible for delivery or for arranging delivery of the Goods to the Buyer's premises the Seller will be liable for all damage which it or its carrier causes to the Goods or the Buyer's property in the course of delivery and completion of offloading. If Goods are delivered before the date specified in the Contract, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for delivery. In addition, if the Buyer decides to take delivery of the Goods, payment terms shall continue to be effective from the date of delivery specified in the Contract.

5.7. In case of goods supplied from outside the country from where it will be delivered, the Seller shall ensure that accurate information is provided to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin is different from that advised by the Seller. Unless otherwise stated in the Contract, the Seller is responsible for obtaining all the export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.

5.8. Deliveries must be booked in, with the relevant Buyer site, at least 24 hours prior to delivery unless otherwise stated on the Contract.

5.9. The Seller shall ensure deliveries of food, personal care or pharmaceutical products are not included in mixed loads with hazardous, industrial or corrosive substances. Seller shall further ensure all products and primary packaging are appropriately protected from adulteration and contamination during storage and transit.

5.10. PROOF OF DELIVERY

Where the Buyer has requested that the Seller deliver direct to the Buyer's customer, a signed P.O.D. (with all details, including the Buyer's customer's signatory name, clearly printed) shall be provided to the Buyer's site from where the Order was placed. The P.O.D. shall quote the Buyer's purchase order number, quantity and description of Goods delivered and be received at that site, free of charge, within three (3) working days of delivery of the Goods.

6. DOCUMENTATION

6.1. The Seller shall provide the Buyer with relevant documentation (including but not limited to the Certificates of Analysis) and the processing instructions before or at the time of delivery. The Buyer is entitled to use the documentation without restrictions, including but not limited to the right to make copies of the documentation.

6.2. Certificates of Analysis for all chemical products shall be provided free of charge with all deliveries or faxed prior to delivery, unless otherwise agreed in writing. They must quote the batch number and the Buyer's purchase order number.

7. RISK AND TITLE

Unless otherwise stated in the Contract, risk in the Goods shall pass to the Buyer on completion of delivery at the place specified in the Contract and title to the Goods or any part of them shall pass to the Buyer on the earlier of delivery of the Goods or upon sooner payment but nothing in this condition shall affect any right of the Buyer to reject Goods.

8. TRANSPORTATION AND PACKAGING

8.1. The Seller must properly pack the Goods for shipment, considering the Goods' nature, to the delivery address. The packaging shall adequately protect the Goods against bad weather, corrosion, accidents, vibration or shocks, etc. The Buyer may at all time return the (transport) packaging materials for the Seller's account. The Seller shall collect all packaging materials used for the delivery or have such materials collected from the Buyer at the Buyer's first request, without being entitled to charge any costs in this respect. Any processing or destruction of the packaging materials by the Seller will be for its account and risk.

8.2. In offering the Goods to be delivered for transportation or in transporting them, the Seller shall comply with any and all applicable rules and regulations in all countries through which the Goods to be delivered will pass. The Seller shall furnish all information required or requested by the Buyer on the Goods or the handling of the Goods. All material that requires will be released by the Seller.

8.3. Along with the delivery address, the product names and code numbers used by the Buyer with respect to the Goods to be delivered must be stated on all accompanying transportation papers with respect to the Goods. Failure to do so will entitle the Buyer to refuse the Goods. The Buyer must compensate the Buyer for any and all losses suffered by the latter in the event of such a refusal.

8.4. Demurrage will only be accepted after the standard time of three (3) hours from the agreed booking time. If the Seller misses the booking time no demurrage will be paid.

9. VARIATIONS

The Buyer shall have the right at any time to modify the Contract by giving the Seller written notice. If, in the Seller's opinion, a change request has consequences on the agreed prices or delivery dates, the Seller shall notify the Buyer without delay and no later than eight (8) working days after the date of receipt by Seller of the written notice. If the Buyer believes that the consequences on prices and delivery dates are unreasonable, the Parties shall negotiate in order to find a solution. If the Parties fail to find a solution, the Buyer shall have the right to terminate the Contract.

10. INSPECTION

10.1. The Buyer is at all times entitled to inspect the Goods to be delivered or to have the Goods inspected by its representatives, both during production, processing and storage and after delivery and

the Seller shall assist the Buyer in this respect. Such inspection by the Buyer shall not mean that the Goods shall be deemed delivered or accepted by the Buyer. The Buyer's failure to discover a defect to the Goods during an inspection shall not relieve the Seller of any responsibilities if a defect to the Goods is discovered at a later stage.

10.2. The Seller shall allow the Buyer or third parties designated by the Buyer access to the production, processing or storage site or sites at the Buyer's first request, in order to inspect the Goods and the facilities. The Seller shall lend any assistance required by the Buyer in this respect. If the Goods cannot be inspected due to a circumstance for which the Seller can be held responsible, the Seller will be liable for the loss thus caused. Such inspection will mean neither delivery nor acceptance of the Goods to be delivered. Buyer's failure to discover a defect to the Goods during an inspection or to perform an inspection shall not discharge the Seller from its liabilities in relation to any defect.

10.3. The Buyer is not obligated to perform a specific inspection of the Goods upon receipt. The Seller shall perform an exit inspection on all Goods to be supplied to the Buyer.

11. GUARANTEE

11.1 In any event, the Seller is held responsible, and agrees to take in charge all the direct and indirect monetary consequences resulting from damage of any kind caused to persons and/or goods, as well as measures of withdrawal, suspension, consignment, taken back with customer refund, modification and/or destruction of the products, regardless the fact that these measures are ordered by the Government (including the courts) or voluntary and regardless of the reason given, particularly in the case of hidden defect, non-compliance to a standard or regulation, lack of security.

11.2. In addition, the Seller warrants, represents and undertakes to the Buyer that:

(i) the Goods are supplied in accordance with the specification agreed by the parties and have been tested accordingly by the Seller;

(ii) the Goods are of good quality, free from faults or defects;

(iii) the Goods are suitable for their purpose ;

(iv) the Goods are properly packaged considering the Goods' nature. Such packaging shall adequately protect the Goods against bad weather, corrosion, accidents, vibration or shocks, etc.;

(v) all information provided by the Seller to the Buyer in relation to the Goods shall be true and accurate in all material respects; and

(vi) it has provided the Buyer with all product and technical information as may be required by law.

(vii) The Buyer has the right to inspect the goods during production and before delivery on request.

11.3. The Buyer reserves the right to reject any goods or workmanship which is proved to be faulty in quality or construction, or is not of satisfactory quality, or is not reasonably fit for the purpose for which it is supplied, or which is not in accordance with the Contract or not in accordance with the agreed specification. The Seller undertakes to replace such rejected Goods in reasonable delays if requested to do so by the Buyer. The Buyer shall be under no obligation to accept such replacement of Goods. Any money paid to the Seller in respect of rejected Goods shall be repaid forthwith by the Seller upon demand by the Buyer. The Buyer reserves the right to reject Goods whether or not any part of the Goods has been accepted by the Buyer.

12. INFRINGEMENT

The Seller warrants that the design, construction, quality and supply of the Goods will not infringe any patent, trade mark, service mark, registered design, know-how, confidential information, rights under licenses or copyright or rights of the same or similar effect or nature in any part of the world and shall indemnify the Buyer against any action, claim, demand, costs, charges and expenses (including legal

costs) arising from or incurred by reason of any infringement of this warranty. This clause shall survive the termination of the Contract.

13. QUALITY CONTROL – CHANGE MANAGEMENT

13.1. Seller agrees to provide and maintain an inspection and quality control system acceptable to the Buyer.

13.2. Seller further agrees to maintain adequate authenticated inspection and test documents which relate to the Goods and required under any Contract. Such records shall be retained by the Seller for a period of five (5) years after completion of the Contract or as otherwise specified in the Contract and made available without charge to the Buyer upon request, at no cost.

14. CHANGES TO GOODS, PROCESSES OR SITE OF MANUFACTURE

The Seller shall notify the Buyer in writing in good time if it intends to make changes to products and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to the Goods. The Buyer may accept or reject such modification. If the Seller fails to notify the Buyer of any such changes at least thirty (30) days prior to such change or if the Buyer refuses this modification, then Buyer shall be entitled to terminate the Contract forthwith, without any liability to the Seller.

15. REACH (SPECIAL CONDITIONS RELATING TO GOODS FALLING INTO THE SCOPE OF REACH)

15.1. All Orders are placed on the clear and unambiguous understanding on the part of Buyer, and acknowledgement on the part of the Seller, that the Seller has ensured that those substances and mixtures (chemical products) falling within scope of the European Union Regulation (EC 1907/2006) on the Registration, Evaluation, Authorization and Restriction of Chemical substances ("REACH"), have been appropriately pre-registered and registered in accordance with the obligations arising from REACH. Buyer must have received written assurances from the relevant Seller that the Goods are, and will continue to be, in compliance with REACH.

15.2. Buyer reserves the right to collect or return, at Buyer's choice, any substances and/or preparations that fail to meet these conditions and thus are prohibited from being marketed or sold in the EEA, or are withdrawn from the EEA market for non-compliance with REACH. Seller undertakes to reimburse Buyer for the original purchase price including all related costs of these substances and/or preparations. Seller also undertakes to reimburse Buyer for the cost incurred by Buyer, of Seller's substances and/or mixtures that are collected and destroyed, or for the cost of collection and return, to the relevant Seller, of such substances and/or mixtures that do not comply with REACH.

15.3. Seller shall provide on a timely basis to Buyer all relevant information in order to comply with Buyer's obligations under the EU Regulation on REACH.

15.4. Where the Seller is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to REACH, Buyer and the Seller shall agree who will be the registrant.

15.5. Where the Seller (or their appointed Only Representative) is the registrant, the Seller shall pre-register and register the Goods at its own cost and expense on a timely basis under REACH.

15.6. Where Buyer is the registrant, the Seller shall supply at the Seller's cost all relevant information and co-operate fully with Buyer in order to pre-register and register the Goods on a timely basis under REACH. In addition, Seller agrees to reimburse Buyer on an indemnity basis for all costs incurred by Buyer in complying with the obligations imposed by REACH.

15.7. The Seller shall ensure that all safety data sheets relating to the Goods are kept updated and shall as soon as reasonably practicable inform Buyer of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management measures.

15.8. Failure by the Seller to comply with these obligations shall be a material breach not capable of remedy and entitle Buyer to terminate the Contract in accordance with clause 20 of these General Terms and Conditions of Purchase.

16. PRODUCT SAFETY AND PRODUCT RECALL

16.1. The Seller shall immediately notify the Buyer (and where such notification is oral, confirm such notification in writing as soon as reasonably practicable) if the Seller has any reason to believe or suspect that there is any defect in the Goods that would render the Goods unsafe to any purchaser or user of such Goods or cause an unacceptable risk to consumers, or any error or omission in the instructions for use and/or assembly of the Goods which exposes or may expose consumers to any risk of death, injury or damage to property and the Seller shall promptly provide the Buyer with all relevant details (as the Buyer may reasonably request) relating to the circumstances giving rise to the notification.

16.2. Without prejudice to the Seller's product safety obligations under any relevant legislation, the Seller shall at its own cost and expense:

16.2.1. use all reasonable endeavours to co-operate with the Buyer to take any remedial action necessary to minimise the impact of any defect in the Goods including without limitation making any agreed notifications to the relevant enforcement authorities, and issuing any written or other notification to the Buyer's customers about the manner of or operation of the Goods;

16.2.2. recall any Goods already sold by the Buyer to its customers;

16.2.3. collect any recalled Goods or defective Goods held by the Buyer;

16.2.4. appropriately destroy and/or dispose of any recalled Goods;

16.2.5. comply with any reasonable directions (including, without limitation, any request of the Buyer to label the Goods in a manner that the Buyer deems appropriate to warn consumers) of the Buyer in respect of the Goods;

16.2.6. comply with any other arrangements as may be agreed between the parties in respect of the Goods.

16.3. The Seller shall indemnify the Buyer against all costs, claims, liabilities, proceedings and expenses incurred by the Buyer by reason of any act or omission of the Seller or any breach by the Seller of the terms of this Contract which renders the Goods defective or unsafe.

17. INDEMNITY

17.1. The Seller shall indemnify the Buyer in full against all losses, actions, costs, claims, demands, expenses and liabilities, howsoever arising or incurred by the Buyer whether in contract or in law or otherwise in relation to:

(i) the failure of the Seller to supply Goods which conform with all applicable legislation at the time of supply;

(ii) the provision of insufficient and/or inaccurate and/or incomplete information by the Seller;

(iii) the failure of the Seller to provide adequate written notice of any change in product specification; and

(iv) where condition 11.2 (iii) applies, any breach of the warranty as to fitness for purpose.

17.2. If the Buyer is held liable on the basis of product liability, the Seller will entirely release the Buyer from liability and will indemnify him, if necessary, of all fees relating to the procedure.

18. INSURANCE

The Seller shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against the Seller by any person suffering any injury, damage or loss in connection with this Contract including, but not limited to, (a) Product Liability Insurance to the value of five (5) million Euro per claim and (b) Employers Liability Insurance to the value of five (5) million Euro per claim. The Seller shall, upon request by the Buyer, produce to the Buyer its policy or policies of insurance, together with the receipt for the last premium in respect of each policy.

19. HEALTH & SAFETY - COMPLIANCE

19.1. The Goods shall be provided by the Seller in compliance with all relevant legal requirements and all relevant codes, guidance, and other requirements of any relevant government agency. To the extent that any codes, guidance and/or requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Seller.

19.2. The Seller shall comply with all duties imposed by legal Requirements with regard to health, safety and well-being at work.

19.3. All Goods supplied shall be of the nature, substance and quality described by the Seller and above at clause 11 and shall comply with all relevant legal requirements.

20. TERMINATION

20.1. The Buyer shall have the right at any time to terminate the Contract in whole or in part by giving the Seller written notice. If the Contract has been terminated work on the Contract shall be discontinued and the Buyer shall, provided that the Contract has been terminated in whole, pay to the Seller fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The termination of the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.

20.2. In the event of serious breach by one of the Parties of any of its obligations, the other Party may terminate this Contract after the sending of a formal notice with acknowledgment of receipt, received by Party at fault and ineffective for more than thirty (30) days from the date of presentation, without prejudice to any damages that may be claimed from the Party at fault.

The Parties agreed that a serious breach is defined as a willful breach of one or other of the essential obligations of the Contract or a prolonged behavior contrary to the obligations arising from this Contract and its execution. A change of control of the Seller during the term of the Contract may also constitute a serious breach within the meaning of this Agreement.

20.3. Termination of the Contract, whatever the cause, shall be without prejudice to the Buyer's rights and duties accrued prior to termination.

21. FORCE MAJEURE

21.1. Force majeure means any external, unforeseeable and irresistible event under article 1148 of the French civil code. For the purposes of this Contract, Force Majeure includes war, riot, government requisitions of any kind, suspension or loss of means of transport, strikes, lock outs, labour or industrial disputes (including within its own workforce), fire, explosion, flood, accident, failure of any third party to supply the Seller, unavailability or shortage of materials or vehicles, failure or shortage of power supplies, breakdown of machinery or anything directly or indirectly interfering with the goods or services or the manufacture, supply, shipment, arrival or delivery of the goods or any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or authority.

21.2. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

21.3. If the Force Majeure Event prevents either party from complying with its obligations under this Contract for a period exceeding 24 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.

22. CONFIDENTIALITY

The Seller shall not, without the Buyer's consent, disclose or make use of information contained in any specifications of products or formulations of the Buyer, or any other information which the Buyer expressly makes known to the Seller is of a confidential nature or such information which can reasonably be implied to be of a confidential nature and the Seller shall ensure that its employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Seller. This clause shall survive the termination of the Contract during three (3) years.

23. APPLICABLE LAW AND COMPETENT COURT

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 French law and the parties irrevocably submit to the exclusive jurisdiction of the courts of France.

24. MISCELLANEOUS

24.1 COMPLIANCE

The Seller;

- (i) 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;
- (ii) 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.univar.com> and shall adhere to the principles contained therein, and any further compliance policies provided to the Buyer, as updated from time to time;
- (iii) 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 24.1 (i) and 24.1 (ii) , to ensure continued compliance

24.2. SUB-CONTRACTING

The Seller will be entitled to have a third party carry out the required performance only with the Buyer's prior written approval. Such approval may be made subject to conditions. In all cases, the Seller shall remain solely liable for the proper performance of the entire Contract. The Seller shall indemnify and hold the Buyer harmless from and against any and all claims by the Seller's subcontractors or by the personnel of such subcontractors, to the extent not resulting from the Buyer's fault.

24.3. ASSIGNMENT

The Contract or rights and obligations under the Contract are not assignable by the Seller without the written consent of the Buyer. The Contract (as a whole or partially) or rights and obligations under the Contract may be freely assigned, transferred or delegated by the Buyer to any third party.

24.4. SEVERABILITY

If any provision of the Contract is found by any court, tribunal or administrative body to wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable the remaining provisions of the Contract shall remain in full force and effect.

24.5. WAIVER

A Party's delay or failure to enforce or insist on strict compliance with any provision of the Contract will not constitute a waiver or otherwise modify the Contract. A Party's waiver of any right granted under the 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.

24.6. INDEPENDENT CONTRACTOR

Nothing contained in these General Terms and Conditions of Purchase 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.

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