

## UNIVAR SOLUTIONS

### CONDITIONS OF SALE

In these conditions “**Seller**” refers to Univar Solutions Kimya Sanayi Limited Şirketi resident at the address of Rüzgarlıbahçe Mah. Çam Pınarı Sok. No:1/13 Kavacık-Beykoz 34805 İstanbul/Turkey and “**Buyer**” refers to whom a quotation is addressed or whose order is accepted by the Seller. These conditions shall apply in respect of all deliveries and sales by Seller to Buyer for goods or services. No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller and the Buyer.

The term “**Contract**” shall refer to any Order placed by the Buyer, and accepted by the Seller for the delivery of goods.

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 the Buyer (“**Order**”) by our written acceptance of order form of the Seller (“**Acceptance of Order**”).

#### 1. GENERAL PRINCIPLES

1.1. ACCEPTANCE AND ENFORCEABILITY: All quotations, offers and tenders are made subject to the following conditions.

1.2 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 and the Buyer. Placing an Order with the Seller shall be interpreted as the Buyer’s complete and unconditional acceptance of these terms and conditions of sale, including the specifications, prices and rates in effect at the Seller, to the exclusion of any other documents such as prospectuses and catalogues issued by the Seller, which only have informational value.

1.2.1 The Purchase Order constitutes an offer by the Buyer to purchase goods in accordance with these conditions.

1.2.2 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).

1.3. The Seller is only bound by those Acceptance of Orders made by its representatives or employees subject to written confirmation, signed by said representatives or employees, sent to the Buyer. The Seller shall not be bound by any Acceptance of Orders made orally. Any oral offers or commitments will bind the Seller only after and to the extent that the Seller has confirmed them in writing. All offers or quotations of the Seller, will be free of obligation unless and until accepted by the Buyer.

1.4. E-mail messages of the Seller will qualify as a written statement/notification, except for the purpose described in clause 1.1 and 1.2 and 1.5.

Notwithstanding the above provision, notifications determined in Article 18/III of the Turkish Commercial Code shall be carried out through public notary or registered mail. Unless any change in the addresses above mentioned are notified by the relevant party to the other party by a notice in writing delivered through notary public or registered mail, all notices made to the addresses hereto shall be deemed to have been duly made as per the provisions of this agreement.

1.5. No variation to any Contract or any additional terms shall have effect unless signed in writing on behalf of the Seller and the Buyer by their authorized representatives.

## 1.6. MODIFICATION OF THE GOODS

1.6.1. As long as the offer has not been accepted, the Seller reserves the right to make at any time any modifications that it deems useful to the goods, and to alter without prior notice the models defined in its prospectuses, catalogues or any other documents. The Seller is at all times entitled to effect adjustments in the goods to be delivered, in order to improve them or comply with government regulations.

1.6.2. The Seller is at all times entitled to effect adjustments in the goods to be delivered or the services to be performed, in order to improve them or comply with government regulations.

1.7. OUTSTANDING VALUE Under no circumstances may the Seller be bound to accept any Order that may give rise to an outstanding bill higher in amount or in term than the outstanding bill preceding said Order, without obtaining corresponding guarantees from the Buyer.

## 2. PRICES

2.1. All prices (which unless otherwise specifically stated are exclusive of VAT and any other applicable taxes, fees and duties, and do not include delivery or package charges) are **net** and are not subject to any discount.

2.2. Subject to condition 2.3, 2.5 and 2.6, the price for the services or each delivery of goods will be as detailed in the relevant Order, as amended in accordance with condition 2.3, 2.5 and/or 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 condition 2.3, 2.5 and/or 2.6 shall prevail, or if the price has not been revised, the price in the Acknowledgement of Order shall prevail and, if no price information is contained therein, the price in the Order shall prevail.

2.3. The Seller shall be entitled to increase the price of the goods every six months after the date of the Acknowledgement of Order for any reason or more frequently if the Seller (in its sole discretion) considers the same to be justified by any material increase in the prices of raw materials used by the Seller or services or any other goods relating to the Contract or other overhead costs incurred by the Seller in the supply of the goods.

2.4. The Seller shall provide the Buyer with 21 days advance notice of any price increase under condition 2.3. 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 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.

2.5. In addition, the Seller may at any time adjust prices where the Seller suddenly experiences increased costs of providing the goods to the Buyer, as a result of any of the following:

- governmental interventions, including but not limited to, governmental orders or policies, changes in taxes, tariffs, rebates and currency exchange; and/or
- 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 the Seller rendering the terms of the contract economically unviable; and/or
- increased costs of transportation.

2.6. 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".

2.7 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.

### **3. PAYMENT**

#### **3.1. PAYMENT TERM**

3.1.1. Unless an earlier date is agreed by the Seller and the Buyer, payment is due and shall be made against invoice, within 30 days from the date of the invoice without any deduction, withholding or set-off. If payment is due on a non-working day then it will be payable by the last working day before the due date.

3.1.2. Under no circumstances may payments be suspended or be compensated in any way without the Seller's prior written consent. 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.

3.1.3. 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. If the Seller has granted the Buyer credit, the Buyer shall no later than 7 days after Seller's written request, provide the Seller with a bank guarantee acceptable to Seller sufficient for the proper fulfillment of the Buyer's obligations under the Contract. If the Buyer fails to do so the Seller has the right to immediately terminate the Contract.

#### **3.2. INSTRUMENT**

3.2.1. In case of deferred or future payment, payment is not the handing over of a negotiable instrument or a cheque involving an obligation to pay, but their actual payment on the agreed deadline.

3.2.2. In case of payment by bill of exchange or by draft accepted, the former or the latter must be sent or returned accepted to the Seller within the timeframes consistent with relevant practices, without exceeding eight (8) Working Days, and in case of payment by cheque the cheque must arrive at the Seller at least three (3) Working Days prior to the due date. Working Days shall be defined as any days except Saturday and Sunday as well as any public holidays in the country where Buyer is located.

3.2.3. 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 payability of the entire debt, without prior notice.

### **3.3. LATE PAYMENT**

3.3.1. In the event of payment not being received by the Seller on or before the due date and the reason for non-payment is not the result of a dispute under the contract and not yet resolved, then the Seller shall be entitled to charge the Buyer a default interest.

3.3.2. Interest at the rate of 13,75 percent per calendar month shall be chargeable on the entire sum outstanding and chargeable for each day that payment is not made in accordance with condition 3.1. 3.3.3. Buyer's default in payment shall automatically give rise to the immediate payability of any amounts due for other deliveries, whether invoiced or not, or for any other cause, if the Seller does not cancel the corresponding Contracts. Additionally, the Seller shall be entitled to suspend any or all further deliveries and the performance of services under the Contract until the full payment of the amounts due.

3.4. **INSTALMENTS** 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.

3.5. **LEGAL PROCEEDINGS** In the event that the Seller is fully or largely successful in legal proceedings to which the Buyer is a party, the Buyer will be obliged to compensate all costs incurred by the Seller in connection with such proceedings, also to the extent that such costs exceed the cost award made by the court.

### **3.6. PAYMENT FOR CONTAINERS**

3.6.1. Subject to condition 3.6.2, 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 3 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 3.1. The rates of charges and credit will be as notified from time to time.

3.6.2. In some instances and at the sole discretion of the Seller a rental will be chargeable in lieu of a deposit and credit. In these cases non refundable rental charges will be levied in advance covering 4 weekly periods until the container is either returned or a period of 6 months has passed since delivery. Should the container not be returned within 6 months of delivery a charge will be made for the full cost of the container, payable in accordance with condition 3.1.

## **4. PACKAGING CONDITIONS**

4.1. Complete terms and conditions for consigned packaging can be found in Seller's packaging conditions, available on request. Following terms are basic requirements but in case of discrepancy, the Seller's packaging conditions shall control.

4.2. 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.

4.3. 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.

#### 4.4. Consigned packaging

4.4.1. Except when packaging is sold to the Buyer or when packaging cannot be re-used, the packaging of the goods is consigned with Buyer. At the time when the Buyer places an Order, it shall indicate whether or not it wishes to purchase the packaging of the goods. Seller shall then inform the Buyer of the goods which packaging is disposable and cannot be re-used and the goods which packaging is consigned. The consignment value of the packages does not include VAT. Expenses to use and clean the packages are also charged to the Buyer, with VAT. All of the aforementioned amounts are payable at the same time as the goods ordered and under the same conditions.

4.4.2. Regardless of the circumstances, consigned packaging remains Seller's property.

4.4.3. Consigned packaging must be returned clean, hermetically sealed, complete and bearing Seller's original marks and labels and in perfect condition, both inside and outside. They must not have been used for any purpose other than to protect the goods initially contained in such packaging and for any further transportation. They must be totally empty and not contain any residues. If the above conditions are not complied with, Seller reserves the right, depending on the situation and at its entire discretion, to charge the Buyer with (i) the full price of such packaging including VAT, as well as any expenses relating to the destruction of said packaging, or (ii) additional expenses for cleaning such packaging if these expenses exceed the previously invoiced amounts. The aforementioned destruction or cleaning expenses shall be deducted from the consignment fee. If, however, the aforementioned expenses are higher than the consignment fee, the balance of the destruction or cleaning price shall be charged to the Buyer.

4.4.4. Packaging must be returned at the Buyer's costs to Seller's warehouse within sixty (60) days from the delivery date. Thereafter, Seller shall no longer be required to take them back and shall be entitled to keep the consignment fee.

4.4.5. Once Seller has received and accepted the returned packaging, the Buyer shall be reimbursed by a credit note corresponding to the oldest consignment.

4.4.6. Only Seller's packaging shall be taken back. Seller shall under no circumstances take back (a) any number of packages greater than the quantities delivered by the Seller or (b) any packaging not delivered by Seller or (c) packaging returned after the delay specified in clause 4.4.4.

4.5. 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 Sellers prior written consent is obtained.

## 5. TRANSPORT AND DELIVERY

### 5.1. DELIVERY TIMEFRAME AND LOCATION

5.1.1. Time for delivery of the goods and completion of the services is given as accurately as possible but is not guaranteed. In the event that the Seller is unable to deliver the goods or services at the indicated time of delivery/completion the Seller shall use its reasonable endeavours to notify the Buyer of the delay. Upon written notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller to agree on a new delivery date.

5.1.2. If sixty (60) Working Days after the date requested for said delivery, the Product has still not been delivered for a reason other than a case of force majeure, the Contract may in this case be cancelled at the request of the Buyer. The aforementioned delay is extended to ninety (90) Working Days in the event that it involves goods that the Buyer does not have hold in stock. The Buyer may then seek alternative goods and/or services at its own cost and risk.

5.1.3. Regardless of the circumstances, timely delivery may only occur if the Buyer is up-to-date with all of its obligations to the Seller.

5.1.4. Except where otherwise agreed, the Seller shall deliver to the premises stated in the Contract. Acceptance of any change to the delivery point requested by the Buyer shall be at the Seller's sole discretion and the Buyer shall be liable for any additional expenses incurred by the Seller as a result of such change.

5.1.5 Goods are not permitted for resale by the Buyer unless expressly agreed in writing by the Seller.

### 5.2. RISKS ASSOCIATED WITH DELIVERY, TRANSPORT AND RECEPTION

5.2.1. Where the Seller delivers goods and containers/packaging to the Buyer, the goods shall, unless otherwise agreed in the Contract, be delivered Ex Works in accordance with Incoterms 2010. 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 Seller's point of delivery to the Buyer's storage location.

5.2.2. Regardless of the delivery arrangements, including deliveries shipped carriage free and notwithstanding the reservation of title clause, the transfer of risks to the goods and their packaging to the Buyer shall take place as of the shipping from the Seller's warehouses. Accordingly, the goods 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.

5.2.3. However, if the goods are transported by Seller's vehicle, the risks of loss or damage of the goods and/or their packaging shall be borne by the Seller and are only transferred to the Buyer once the goods have been made available to him, i.e. the delivery vehicle's side. 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.

5.2.4. 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.

5.2.5. 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. 5.2.6. 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.

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

### 5.3. QUANTITY

5.3.1. 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.

5.3.2. 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.

5.3.3. If the goods deliveries are scheduled to be spread over a period of time, an equal quantity of goods shall, if possible, be delivered each month until the completion of the entire Contract.

5.3.4. 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.

5.4. CONFORMITY CHECKS Upon reception of the goods, the Buyer shall immediately assess the conformity of the goods 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 goods caused through no fault of the Seller 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 goods provided by the Seller in a production cycle unless it has first made sure that the goods 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 the Seller in entering the Contract.

## 6. WARRANTIES

6.1. Except as otherwise provided in these conditions, all warranties, conditions and other terms implied by business or trade practice, or law regarding including but not limited to the state, quality, type and packaging of the goods and/or services and including but not limited to non-infringement, are, excluded from the Contract.

6.2. The goods supplied by the Seller shall, at the point of delivery, be in accordance with the specification supplied by the Seller (if any) 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. Only to the extent that goods and/or services are not provided in accordance with this condition 6.2 shall the goods and/or services be considered defective.

6.3. The goods 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 goods is the sole responsibility of the Buyer who shall assume any consequences thereof, whether direct or indirect, and whatsoever its nature, and the Seller makes no warranties in respect thereof.

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

6.5. 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.

## **7. REACH**

7.1. The Buyer, if the goods are being exported to an EU member state, 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 the Seller any new information on hazardous uses of the goods 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 goods 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 the Seller as soon as possible. The Seller 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 the Seller 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 the Seller in order to continue supplies of dangerous substances for uses not identified on the relevant exposure scenario.

7.6. The Seller 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. The Seller is only liable for damage to person or property caused by the goods or services provided by the Seller to the extent that the Seller has been grossly negligent. The Seller shall not be liable for damage to person or property that occurs when goods are in possession of the Buyer. The Seller shall further not be liable for damage to products manufactured by the Buyer, or to products of which the Buyer's products constitute part. The Buyer shall hold the Seller harmless in the event that the Seller is liable to pay compensation to a third party on account of damage to person or property caused by the goods for which the Buyer is liable.

8.2. The Seller's maximum aggregate liability under or in connection with the Contract, will in no circumstances exceed the price of the goods or services under the Contract.

8.3. In no circumstances shall the Seller be liable for any indirect damages or for any loss (whether direct or indirect) of profits, of production, goodwill or business opportunity or for cost of capital, or for any indirect, special or consequential 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.

8.4. The Buyer shall in order for a claim under the Contract to be valid, subject to what is otherwise stated in the Contract, make such claim within 30 days from when the Buyer discovered or reasonably should have discovered the facts supporting the claim, and at the latest within 30 days from the termination, cancellation or expiry of the Contract.

## **9. CLAIMS/REMEDIES**

9.1. If the Buyer finds the delivered goods or services to be non-conforming or defective the Buyer shall notify Seller of this within 7 days from delivery of such goods or services in order for the claim to be valid. If the delivered goods or services are non-conforming or defective the Buyer shall at its option repair free-of-charge, supply satisfactory substitute goods or services free of cost, demand a discount proportional to the defect and within a reasonable time or to repay the price of the goods or services in respect of which the complaint is made and this shall be Seller's only responsibility and Buyer's only available remedy in case of defects or nonconformity. Any claim sent by the Buyer shall clearly indicate the reason for such claim and provide documentary evidence, where available.

9.2. If the Seller does so repair or supply satisfactory substitute goods or services or effect repayment under condition 9.1, 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.

9.3. For deliveries in excess or in shortage, the Seller's sole remedy shall be to take back the excess goods or to effect a new delivery at no additional cost for the Buyer. In no event shall the Buyer send back the goods to the Seller, unless the Seller has given its written consent, even if the goods have been acknowledged by the Seller as being non-conforming or defective.

9.4. No liability can be accepted for alleged defects where such defects are reasonably apparent unless the Buyer notifies the Seller within 2 days after receipt of the goods. For not reasonably apparent defects, the Buyer is obliged to examine the goods or have them examined by third parties within 8 days and upon this examination, if it is determined that the goods are defective, the buyer shall notify the Seller of the defect within the same period (8 days after delivery). For latent/hidden defects, the Seller must be notified within 5 working days of discovery by the Buyer and in any event no later than 2 years 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.

## **10. FORCE MAJEURE**

10.1 For the purposes of this Contract, 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.

10.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

10.3 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 this Contract immediately by giving written notice to the other.

## **11. TERMINATION**

The Seller shall be entitled forthwith to terminate any Contract between it and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these conditions, where the control of the Buyer changes during the period of the Contract or where the Buyer commits any continuing or material breach of these conditions of sale or makes any composition with its creditors or suffers any distress or execution to be levied upon its assets or is wound up either compulsorily or voluntarily or suffers a receiver of any of its assets to be appointed or otherwise ceases or threatens to cease to carry on business.

## **12. USE OF THE GOODS**

The Buyer shall comply with any safety information on the products supplied to it and ensure that their customers are provided with all the information required to use their products safely. The Buyer undertakes to only sell goods to persons able to use them, store them, transport them or transform them in a manner consistent with the strictest safety rules. The Buyer shall use, transport, store and transform the goods, in compliance with (a) all applicable laws and regulations of Turkey 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.

### **13. COMPLIANCE**

#### **13.1 The Buyer;**

13.1.1 will comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the UK Bribery Act 2010;

13.1.2. 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;

13.1.3 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 13.1.2, to ensure continued compliance.

### **14. GOVERNING LAW AND JURISDICTION**

14.1. The Contract shall be governed and interpreted according to the laws of the Republic of Turkey without regard to its conflict of law rules. Any and all disputes, controversies and claims arising out of or in connection with any offer, order or Contract shall be settled by İstanbul Central (Çağlayan) Courts and İstanbul Central (Çağlayan) Execution Offices.

### **15. MISCELLANEOUS**

15.1. **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 goods or services supplied by the Seller are owned by the Seller and/ or its suppliers. The Seller 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.

15.2. **CONFIDENTIALITY:** The Buyer undertakes not to make any unauthorized disclosure of any confidential information regarding the goods or services provided by Seller or the Contract. Confidential information shall mean any information, technical, commercial or of any other kind, whether written or oral, except such information which is or will be publicly known or which has come to or will come to the public knowledge in any way other than through the Buyer's breach of this secrecy undertaking. The Buyer ensures that the Buyer's employees will not disclose confidential information to third parties. The Buyer shall ensure that employees likely to get access to confidential information covenant to keep such information confidential to the same extent as the Buyer according to this confidentiality undertaking.

15.3. **SEVERABILITY:** If any provision of a Contract 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 Contract shall not affect the validity of the 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.

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

15.5. WAIVER: A waiver of any right under the 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 the 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.

15.6. INDEPENDENT CONTRACTOR: Nothing contained in these General Terms and Conditions 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.

15.7. 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 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.

15.8. TRANSLATION: In the event that Turkish version of these terms and conditions should be in conflict with this English version of the terms and conditions, the provisions of the Turkish version shall prevail.

**Version 005  
April 2022**