

**GENERAL TERMS AND CONDITIONS OF SALES (“GTCoS”)**

- 1. SCOPE:** These GTCoS shall apply to all product sales, deliveries and other services (“**Products**”) provided by Brenntag entities, direct and indirect subsidiaries, and all its affiliates within the Asia Pacific region (“**Brenntag**” or “**Seller**”). These GTCoS, together with any formal agreement that may or may not be executed (“**Formal Agreement**”), quotation, sales order confirmation, delivery order, invoices, or equivalent documents issued by the Seller, constitute the entire agreement between the parties concerning the subject matter hereof. There are no understandings, representations, or warranties of any kind, express or implied, other than those stated in these GTCoS. The buyer of the Products sold by the Seller, and as named in any of the documents to which these GTCoS are attached (“**Buyer**”), is deemed to irrevocably accept the entire GTCoS, upon acceptance by the Seller of the purchase order issued by the Buyer. Any terms or conditions of the Buyer are not binding on the Seller even if the order is based upon them, or if the Buyer refers to them on forms or in other documents. In case of any conflict between the documents issued by the Seller, the following order of precedence shall prevail (i) Formal Agreement; (ii) these GTCoS; (iii) order confirmation or delivery order issued by the Seller; (iv) invoice issued by the Seller; (v) quotations issued by the Seller; (vi) unless explicitly stated otherwise therein, any correspondence issued by the Seller.
- 2. ORDERS:** The Seller may withdraw its offers or quotations without notice, at any time before the acceptance of the purchase order or equivalent (“**Purchase Order**”) issued by the Buyer. All Purchase Orders placed by the Buyer shall become firm and binding on the Buyer at the time they are confirmed by the Seller or as soon as Seller purchases or commits to purchase the Products or raw materials in connection with the Purchase Order and may not be cancelled or modified in any way without the prior written approval of the Seller. The Seller shall not be bound to supply Products pursuant to any Purchase Orders which does not specify the delivery date and place or if the delivery date or place is not finally confirmed between the parties, and any communication made by the Seller in relation thereto shall not be deemed as acceptance thereof unless stated otherwise by the Seller. The Buyer shall indemnify the Seller and its affiliates against all claims, losses, costs, damages, attorneys’ fees, and expenses incurred by the Seller in connection with any modification, cancellation, incorrect information or equivalent of any Purchase Order. The Seller may decline or rearrange to provide any Products at any time if the Seller is of the opinion that the Buyer may not be able to pay for such Products. Any document, information, orders, or written confirmations received by the Seller from any representative of the Buyer shall be deemed to have been sent by an authorized representative of the Buyer. In cases where the Buyer places blanket Purchase Orders for any year or makes minimum purchase commitment, the deliveries shall be evenly spread out during the call-off period and the Buyer shall either take the remaining quantities at the end of the call-off period or make payment therefor.
- 3. PRICE:** Unless otherwise agreed in writing by the Seller, the price of the Products shall be the prevailing price at the time of delivery. The price of the Products is exclusive of any applicable value added tax, excise tax, sales tax, or taxes or levies of a similar nature, which are imposed or charged by any competent fiscal authority in respect of the Products, and the Buyer shall be additionally liable to pay for such taxes or levies. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to the Seller which is due to (i) any factor beyond the control of the Seller, such as, without limitation, any foreign exchange fluctuation, currency regulation, increase of taxes or levies, alteration of duties, significant increase in cost of labour, materials, sell-in price of the Products or other costs of manufacture, or (ii) any change in the delivery date, quantities or specifications of the Products, or (iii) any delay caused by any instruction of the Buyer, (iv) failure of the Buyer to give adequate information or instruction to the Seller. The Seller may charge any fees, disbursements or surcharges incurred by the Seller in supplying the Products. In cases where the Buyer refuses to take delivery of the Products, without prejudice to other rights, the Seller may sell the Products to other customers (in which case the Purchase Order placed by the Buyer immediately becomes void) or require the Buyer to pay, as liquidated damages (and not as penalty), the higher of: twice the price of the Products, or a sum equal to the price of the Products, any disbursements, out of pocket expenses and attorney’s fees in connection thereto. The Buyer acknowledges that such sum constitutes a genuine pre-estimate by the parties of the loss that would be suffered by the Seller as a result of the Buyer’s failure to take delivery of the Products. The Buyer shall further keep the Seller indemnified against all losses as may arise from the refusal of the Buyer to take delivery of the Products and take all such steps as may be required by the Seller to sell, dispose of, and/or transfer the Products at their own cost. If the Buyer requests change of delivery date and the same is accepted by the Seller, the Buyer shall accept the Products with the reduced shelf life notwithstanding the fact that the remaining shelf life is shorter than the time originally agreed between the parties.
- 4. DELIVERY & RISK:** Without limiting any other provisions herein, the delivery of Products under this GTCoS is conditional upon the Seller being able to source the Products on commercially viable terms to the satisfaction of the Seller, and conditional upon the Seller’s suppliers (and any other vendors connected with the supply and delivery of the Products) (together, “**Brenntag Suppliers**”) being able to deliver the Products in a timely basis in accordance with the instructions of the Seller. In the event there is any inability or commercial hardship to supply, or delay in delivery of the Products to the Seller by Brenntag Suppliers, including Brenntag Suppliers’ agents, contractors, logistics providers or any intermediaries engaged by the Brenntag Suppliers for the purposes of exporting, delivering, importing or transporting the Products (as applicable) (“**Delay or Non-Delivery**”), the Seller shall not be held liable to the Buyer for any loss suffered by the Buyer arising in connection with the Delay or Non-Delivery and, in this respect, the Seller reserves all its right to declare Force Majeure under clause 10 herein. Subject to any duly executed Formal Agreement or otherwise agreed by the Seller in writing, the delivery of the Products shall take place and risk in the Products will pass in accordance with EXW Incoterms 2020, with the designated place of delivery being as stated in the order confirmation or equivalent issued by the Seller. The Seller will endeavor to deliver Products on the specified date but shall not be liable for failure to do so for any reason. The time for delivery shall not be of essence. Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract, and failure by the Seller to deliver any one or more of the instalments or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat this contract as repudiated as a whole. The Seller’s weight and measurement will govern unless proven incorrect. The Buyer shall advise the Seller of and approve all documents as may be required by the relevant authorities at the port of destination for clearance of the Products. The Buyer alone shall be responsible for obtaining translation of any required documents in local language. The Seller shall not be responsible for clearance of the Products, or liable for demurrage, detention or port charges, or any other costs and expenses incurred in connection with detention or delay in clearance of the Products.
- 5. TITLE:** Notwithstanding delivery and passing of the risk in the Products, or any other provisions of these GTCoS, the Seller shall retain title to the Products until the Buyer has paid the purchase price and other costs in full. The Buyer shall not be entitled to pledge or create any charge of any nature whatsoever on the Products which remain the property of the Seller. If the Buyer contravenes this provision in any manner, all money owing by the Buyer to the Seller, without prejudice to any other right or remedy of the Seller, shall forthwith become due and payable.
- 6. PAYMENT TERMS:** The time of payment shall be of essence. The Seller (through any entity incorporated in any country in which the Seller has its operations) shall submit an invoice to the Buyer, based on the weight, quantity and condition of the Products established by the Seller when the Products leave the Seller’s warehouse or any other places as determined by the Seller. The Buyer shall pay the price of all Products delivered on the payment date stated in (i) the Seller’s sales order confirmation where issued, otherwise (ii) in accordance with the terms stated on the invoice, and if not expressly mentioned on it, within twenty (20) days from the date of the invoice, without any set-off, deduction or withholding. Notwithstanding the above, the Seller has the right to claim all or partial payment in advance and/or to obtain security for payment. The Seller shall have lien over the Products and the right to dispose of the Products in any manner it deems fit unless



payments therefor has been made by the Buyer, and the Buyer shall be responsible to forthwith reimburse the Seller all costs associated with the exercise of lien rights and/or Products subject to disposal.

Payment shall be deemed to be made on the date funds are credited to the Seller's account in the Seller's nominated bank, provided that the Buyer is able to provide proof of payment. Interest on any sums overdue shall accrue from the due date of the invoice till the effective date of payment at the rate of fifteen (15) per cent per annum. The Buyer shall pay all charges, costs and legal fees incurred by the Seller in collecting the amounts owed. If any amount payable by the Buyer is overdue, or if the Buyer repudiates this GTCoS, or calls a meeting of its creditors, or becomes insolvent, or has a receiver appointed, or has any statutory demand served on it, or does any act which has an adverse effect on the creditworthiness of the Buyer, all other amounts owing by the Buyer to the Seller shall become immediately due and payable and the Seller shall have the right to suspend performance, decline to deliver or stop any Products in transit. The provisions set forth herein are without prejudice to any other rights that the Seller may have under any law or contract.

7. WARRANTIES & LIABILITIES: The Buyer represents that it is familiar with the characteristics, qualities and uses of the Products and that the Buyer is not relying on the Seller's skill or judgment to select or furnish Products for any particular purpose. All warranties by the Seller pertaining to the Products are expressed in this paragraph. If no specification has been supplied to the Buyer, a specification may be supplied on request and the Seller warrants that the Product will materially conform with that specification, if any. The Buyer acknowledges that the Seller acts as a distributor and/or reseller for products not manufactured, packed or branded by the Seller ("**Resale Products**") and that the matters relating to such Resale Products are not within the control of the Seller. Therefore, the Seller makes no representations or warranties whatsoever concerning the Resale Products. The warranty stated above shall not apply if the Buyer knowingly accepts Products which have expired their shelf life, are non-conforming, defective, or sub-standard. The Seller makes no other express warranties. There are no implied warranties including without limitation, of merchantability or fitness for a particular purpose. The Buyer assumes all risks and liabilities, and agrees to indemnify the Seller and its affiliates for all losses, damage or injury to person or property, including without limitation pollution, environmental damage and restoration liability, whether or not resulting from (i) the use of the Products alone or in combination with other substances, or (ii) the handling, packaging, storing, transporting and disposal of the Product, or (iii) the incorrect use or storage of the Product, or (iv) the failure to follow the Seller's warning and/or instructions.

8. REMEDIES: Within ten (10) days from the delivery of the Products, the Buyer shall notify the Seller, in writing, of any non-conformity (including but not limited to, quantity, quality, defects) of the Products. Upon receipt of notification and provided that the Seller does not dispute the content of the notification, the Seller may, at its option, either replace the allegedly defective Products at its own cost by a corresponding quantity of Products or credit the invoice value of the defective Products to the Buyer. The Seller's liability for any defects or non-conformity of the Products shall be limited to the remedy stated herein, and in no event shall the Seller be liable for any special, indirect, or consequential damages of any kind including, without limitation, Buyer's manufacturing costs, lost profits, or goodwill, regardless of the form or basis of the action. Provided further that to the extent permissible under the governing law, the liability of the Seller arising in connection with the GTCoS, whether arising in tort or otherwise shall not be greater in amount than the purchase price of the Products in respect of which damages are claimed. In the absence of notification within ten (10) days from the date of delivery of the Product, the Buyer shall be deemed to have accepted the Products and any claims based on non-conformity shall be deemed to have been waived. Notwithstanding anything contained in these GTCoS, the Seller shall have no liability or indemnity (whether or not contained in this GTCoS) for the Products that have not been paid for by the due date of payment, as per these GTCoS.

9. HEALTH RISK AND SAFETY: The Buyer acknowledges that the Products to be supplied may be hazardous to human health and/or property and/or the environment. The Buyer shall familiarize itself with and shall be responsible to keep all persons involved in the handling of the Products, fully informed of the nature of any such health and/or environmental risks and shall ensure their sufficient training in the proper and safe handling of the Products. The Buyer will render all assistance required by the Seller in the event of any recall of the Products.

10. FORCE MAJEURE: Neither party shall be liable for breach of its obligations hereunder, by reason of any delay in performance or the non-performance of any of its obligations to the extent that the delay or non-performance is due to any cause beyond the reasonable control of that party, including but not limited to (i) compliance with any action, order, direction, permits, licenses, request or control of any governmental authority or person purporting to act therefore; and (ii) interruption, unavailability or inadequacy of performance of this agreement for any reason, including pandemics, epidemics, quarantine, border restrictions, wars, hostilities, public disorders, acts of terrorism or terrorist activity or threat thereof, coup d'état, acts of enemies, sabotage, including diminishment or failure of power, telecommunication or data systems or networks, embargoes, strikes, work stoppages, lockouts, labour or employment difficulties, fires, floods, Acts of God, accidents or breakdowns, weather conditions, inability to obtain materials, inability to procure Products from third parties for any reason, inability to procure transport equipment, or any other causes whether or not of the same class or kind as those specifically named, which are not within the control of the Party affected and which, by the exercise of reasonable diligence, said Party is unable to prevent or provide against. The Seller shall endeavour to notify the Buyer upon the occurrence of any event mentioned in this clause in writing; however, any failure by the Seller to so notify the Buyer shall not be deemed as a waiver by the Seller to claim any rights under this clause. Nothing in this clause shall apply to the payment obligations of the Buyer.

11. ASSIGNMENT: The Buyer may not assign its rights, benefits or obligations under this agreement without the prior written consent of the Seller. The Seller may assign its obligations or right to any third party without any prior notification to the Buyer. Nothing contained herein prevents the Seller from selling or distributing the Products through its agents, third parties, other distributors or affiliates, who may act in their own name.

12. RETURN OF CONTAINERS: The Seller retains ownership of all containers/storage equipment and unless agreed otherwise, the Buyer shall, at its own cost, return the containers empty and in good condition to the Seller within the free time stipulated by the Seller, failing which all charges in relation to the delay shall be payable by the Buyer. Unless agreed otherwise, the Buyer shall pay a deposit on all returnable containers, which shall be credited to the Buyer's account, less the handling fees, if any, upon the return of containers in good condition. The containers shall be returned at the Buyer's risk and if the Buyer fails to return the containers in good condition or within the period specified herein, the Seller may reject the containers and forfeit the deposit.

13. DISPUTES & JURISDICTION: If a difference or dispute (together, "**Dispute**") between the parties arises in connection with the subject matter of this GTCoS, then either party shall send a written notice of Dispute (and marked as such) adequately identifying and providing details of the Dispute ("**Notice of Dispute**"). Within thirty (30) days after the date of receipt of the Notice of Dispute, the parties shall confer at least once to resolve the Dispute or to agree on methods of doing so. If a Notice of Dispute is sent by e-mail, it must be in a letter format attached to the e-mail. A Notice of Dispute sent by e-mail is deemed received, if sent on the correct address, on the next working day on which it is sent, unless a delivery failure notification is received by the sender. In the event that the parties are unable to resolve their Disputes amicably within thirty (30) days from the date of receipt of the Notice of Dispute by its intended recipient, they agree to submit to the exclusive jurisdiction of the courts in the country (or State, where applicable) of incorporation of the Seller entity which issued the invoice ("**Relevant Seller Country**"). Any dispute or claim arising out of or in connection with these GTCoS shall be governed by the laws of the Relevant Seller Country, without regard to its conflict of laws rules or principles. The Vienna Convention on the International Sale of Goods is hereby specifically excluded.

14. SEVERABILITY: If any provision of these GTCoS is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these GTCoS and the remainder of the provisions in question shall not be affected thereby.

15. WAIVER: The Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit or waive the Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified dates.



16. MISCELLANEOUS: (i) The headings in these GTCoS are for convenience only and shall not affect their interpretation. (ii) The English version of the GTCoS shall prevail in the event of conflict with the Seller's GTCoS in other language. (iii) The Seller shall be entitled to modify these GTCoS from time to time and the latest version prevailing at the time of receipt of these GTCoS by the Buyer shall be binding. (iv) The Buyer shall keep all information deemed confidential (whether or not marked as such) by the Seller and supplied to it by the Seller (including, in particular, information regarding pricing, financial information, market information, customer data, manufacturing and technical information or know-how) confidential. (v) The Buyer shall take all necessary measures to protect the intellectual property rights of the Seller from being infringed by any person under its authority, direction, or control, or by any third party to whom the Products purchased from the Seller are sold by the Buyer, either in its original form or after making any modifications. (vi) The Seller shall have the right, at any time, to cancel any order placed by the Buyer under these GTCoS in the event of any breaches of these GTCoS by the Buyer. (vii) All references to the Buyer, where the context permits, shall include its affiliates, employees, agents, officers and sub-contractors. (viii) All notices required to be given under this GTCoS shall be deemed to have been validly delivered, if sent by email, and deemed to be delivered on the next working day after the day on which the email is transmitted and addressed to the account manager or the person reasonably deemed to be authorised to receive such notices on behalf of the Buyer.

17. COVID-19: Given the fast-evolving developments in relation to COVID-19, the Seller reserves its right to make any amendments to these GTCoS and/or terms contained in the sales order confirmation or the delivery order, as the case may be, from time to time. Further, the Seller also reserves its right to delay or cancel the delivery of Products without any liability on its part in the event that the Seller's suppliers and/or logistics partners are unable to deliver such Products ordered on a timely basis, including for reasons due to governmental restrictions, lockdowns, quarantine, commercial impracticality or any other controls or conditions arising on account of or in relation to COVID-19.

18. ANTI-BRIBERY AND CORRUPTION: Each party undertakes to refrain from (i) offering, promising or giving intentionally, and from (ii) attempting and conspiring to offer, promise or give, any undue pecuniary or other advantage, whether directly or through intermediaries, to a public official, for that official or for a third party, such that the official acts or refrains from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage in the conduct of domestic and/ or international business. The Buyer shall fully comply with all applicable national, international, regional, provincial, state, municipal or local laws and regulations, including but not limited to the Prevention of Corruption Act, 1988, United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, the United Nations Convention Against Corruption, and all other laws in relation to the fight against corruption, bribery, money laundering, terrorism and boycotts that are applicable, and as may be amended from time to time (the "Anti-Corruption Laws"). Without limiting the foregoing, the Buyer represents and warrants that, in connection with these GTCoS or the business resulting therefrom, neither it nor its affiliates have made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any person, where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/ or (ii) violate the Anti-Corruption Laws applicable to the Buyer.

19. TRADE COMPLIANCE: The Buyer shall comply with all applicable laws, regulations, and orders imposing Sanctions on countries, individuals, or entities and/or regulating the export, re-export, import, re-import, transfer, disclosure, provision, and/or end use of goods and services, and will instruct and require its contractors, agents, and business partners to do the same. The Buyer warrants that neither the Buyer nor any person that controls or owns the Buyer is a Restricted Person and that to the best of its knowledge, no part of the Products purchased from Seller (either in itself or in combination with other products) will be supplied to a Restricted Person, or to any territory, person or entity subject to Sanctions. The Buyer confirms that to the best of its knowledge, the Products will be used by them or their direct customers for civilian end-uses and will not be used for internal repression, improvised explosive devices, military and space applications unless agreed in advance by the Seller and/or by the competent authorities in writing. "Sanctions" or "Trade Control" means the economic sanctions laws, regulations, embargoes, export/import controls, or restrictive measures administered, enacted or enforced or imposed from time to time, including without limitation those enacted or enforced by (i) the United States; (ii) the United Nations; (iii) the European Union; (iv) the Federal Republic of Germany; (v) the Republic of Singapore; (vi) any other governmental entity; or (vii) any country that the Buyer and/or Seller is incorporated in or conducts business in. "Restricted Person" means a person that is (i) located in, incorporated under the laws of, or owned or controlled (directly or indirectly) by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (ii) otherwise a target of Sanctions, that is, a person who would be prohibited or restricted by law or otherwise from engaging in trade, business or other activities.

20. HUMAN RIGHTS AND LABOUR LAWS: The Buyer shall comply with all applicable laws, statutes, regulations, and codes relating to prevention of violation of human rights, child labor, exploitation, and slavery, including but not limited to the U.K. Modern Slavery Act, 2015, Australia Modern Slavery Act, 2018 (Commonwealth Act), and US Trafficking Victims Protection Act, 2000, and will instruct and require its contractors, agents, and business partners to do the same.

21. DATA PRIVACY AND PROTECTION: The Buyer shall (i) comply with all applicable data protection laws in respect of the Processing of Personal Data, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"); (ii) only Process Personal Data to the extent necessary to perform its obligations under this GTCoS and for no other purpose; and (iii) implement and maintain appropriate technical, organizational and security measures to ensure that Personal Data is adequately protected against unauthorized Processing, disclosure, loss or misuse. The Buyer shall not transfer any Personal Data to any recipient without the Seller's prior written consent. The Buyer shall promptly notify the Seller if it suspects, or is aware of, any data breach involving Personal Data within 24 hours after having become aware of it, in which case, the Seller shall be entitled to terminate all transactions and business relationship with the Buyer. As used in this clause, "Personal Data" and "Process/Processing" have the meanings set out in the GDPR. The Buyer shall comply with any directions and/or requirements of the Seller pertaining to any mandatory breach of Personal Data notification requirements under any applicable law.

22. COMPLIANCE WITH LAWS: The Buyer shall at all times conduct its business in all respects in accordance with all applicable laws and regulations of the Relevant Seller Country and any other jurisdictions in which the Buyer conducts business, or which is applicable to the Buyer and/ or its business. Further, the Buyer must obtain all licenses, permissions, consents and other approvals required to perform its obligations under these GTCoS. The Seller has the right to suspend and/or terminate all transactions with the Buyer in the event of breach of any laws or regulations. The Buyer undertakes to indemnify the Seller against all claims, losses (including direct and indirect losses), costs, damages, attorneys' fees, and expenses incurred by the Seller in connection with any breach of the laws, whether explicitly stated in this GTCoS or not.
