

UNIVAR POLAND sp. z o.o.

Conditions of Sale

1. General

- 1.1 In these conditions ("Conditions") "Seller" refers to Univar Poland sp. z o.o. with its registered office in Macierzysz, ul. Sławęcińska 14, 05-850 Macierzysz, KRS No. 0000102371, tax identification number (NIP: 527-01-03-959), and "Buyer" refers to the individual firm or company to whom a quotation is addressed or whose order is accepted by the Seller pursuant to this Conditions. These Conditions shall apply in respect of all contracts ("Contract") between the Seller and the Buyer for the purchase of goods or services from the Seller. No other conditions are incorporated or implied into any Contract between the Buyer and the Seller unless expressly accepted in writing by the Seller.
- 1.2 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 offer form issued by the Buyer ("Purchase Offer") as subsequently amended by our acceptance of Purchase Offer ("Acceptance of Offer"). Purchase Offer, Acceptance Offer and these Conditions constitute a Contract between the Buyer and the Seller.
- 1.3 Unless provided otherwise by the parties, every purchase order submitted by the Buyer is considered a Purchase Offer under these Conditions. The lack of an Acceptance of Offer is not equal to the acceptance of a Purchase Offer. The lack of any replay to the Acceptance of Offer including amendments to the Purchase Offer made according to the Conditions within [7] working days is considered an acceptance of the amendments proposed by the Seller.
- 1.4 Through submitting a Purchase Offer to the Seller, the Buyer confirms that he acquainted himself with the content and accepted the Conditions. The Conditions are available at the Seller's website www.univar.pl and incorporated in the Acceptance of Offer.

2. Application of the Conditions

All quotations, offers and tenders are made subject to the following conditions. Except as otherwise provided in these Conditions, all other terms, conditions, representations or warranties are excluded from any Contract between the Seller and the Buyer unless expressly accepted in writing by the Seller.

3. Cancellation of an Order

The Buyer has no right to cancel goods or services ordered, with the exception that the Buyer may cancel goods or services ordered within two weeks from the date when the Order was received by the Seller, provided that the Seller has not yet issued the Acknowledgement of Order on the day of receipt of the Buyer's cancellation. The

acknowledgement of Order shall be deemed issued on the day that it is dated. In the event of full or partial cancellation of an Order by the Buyer, the Seller will be entitled to compensation of 15% of the total Order price, unless otherwise agreed by the parties in writing.

4. Delivery

- 4.1 Time for delivery of the goods and completion of the services is given as accurately as possible but is not guaranteed. Except where otherwise agreed, the Seller shall deliver the goods to the Buyer's premises stated in the Contract. In the event that the Seller is unable to deliver the goods at the time agreed, it shall use its reasonable endeavors to notify the Buyer of the delay. Upon notice by the Seller, the Buyer undertakes to negotiate in good faith with the Seller to agree a new delivery date. In the event that the parties cannot agree a new delivery date, each Party may rescind the Contract with respect to any advanced payments, and the Buyer may seek alternative goods at its own cost and risk. The rescission of the Contract is the only relief for the Buyer and the Seller is not liable for any damages incurred by the Buyer unless done intentionally by the Seller.
- 4.2 No liability can be accepted for damage in transit unless the Buyer notifies the Seller's customer representative within 3 working days of receipt of the goods, and confirms by notification in writing within 7 working days of receipt of the goods. Where the Seller is notified of the damage to the goods in accordance with this provision, the Seller shall repair or replace the goods at its sole option. The above is the only relief for the Buyer and the Seller is not liable for any damages incurred by the Buyer unless done intentionally by the Seller.
- 4.3 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.
- 4.4 The Seller reserves the right to deliver less or more than the quantity of goods ordered for a respective installment 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 accepts such variations up to 5% of the stated measurement.
- 4.5 Failure by the Buyer to take delivery of any one or more installments of goods delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or part. The Buyer shall be liable for any corresponding costs incurred by the Seller, in particular costs of transportation, storage and warehousing.

5. Price and Payment

- 5.1 Subject to condition 5(2) the price for the services or each delivery of goods will be as detailed in the relevant Purchase Offer, as amended by the relevant Acceptance of the Offer, as amended in accordance with condition or, if no pricing information is contained therein, will be in accordance with the Seller's price list in force when the Contract is concluded. In the event of a conflict any price revision in accordance with condition 5(2) shall prevail, or if the price has not been revised, the price in the

Acceptance of Offer shall prevail and, if no price information is contained therein, the price in the Purchase Offer shall prevail.

- 5.2 The Seller shall be entitled to increase the price of the goods every six months for any reason or more frequently if the Seller (in its sole discretion) considers the same to be justified by reason of any material increase in the prices of raw materials used by the Seller or other overhead costs incurred by the Seller in the production or supply of the goods.
- 5.2.1 As far as Contracts in force are concerned, the Seller shall provide the Buyer with 21 days advance notice of any price increase. The Buyer shall be entitled to rescind the Contract within the scope of installments to be provided after the term of the notice by providing written notice to the Seller within 7 days of the Buyer receiving notice of the price increase. If written notice of cancellation is not received by the Seller by the end of the notice term then the Contract will continue in force. If the goods or services provided under that relevant Purchase Offer 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 of rescission must 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.
- 5.2.2 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.
- 5.3 All prices (which unless otherwise specifically stated are exclusive of VAT and any other applicable taxes, fees, custom duties, excise and other public payments, where applicable, and do not include delivery or package charges) are net and are not subject to any discount. If the value of the goods or services ordered by the Buyer is less than 500 PLN, the Buyer bears the costs of delivery.
- 5.4 Unless an earlier date is specified by the Seller, payment is due and shall be made without any deduction or set-off on the Seller's bank account specified in the invoice or otherwise provided to the Buyer by the 10th day of the month following the month of delivery of the goods or services, irrespective of the date the invoice is actually delivered to the Buyer. The payment is considered as paid on the day when the amount is credited to the Seller's bank account
- 5.5 At the Seller's complete discretion, it may charge interest at maximum rate pursuant to art. 359 §2¹ of the Polish Civil Code. The sum shall be payable daily and shall be chargeable on the entire main sum outstanding where payment is not made in accordance with condition 5.3.
- 5.6 Where the Buyer defaults in payment, the Seller shall be entitled to suspend any or all further deliveries and the performance of services under the Contract and under any other contract between the Seller and the Buyer.

- 5.7 Where goods are delivered by installments or the services performed in stages the Seller may invoice each installment or stage separately and the Buyer shall pay such invoice in accordance with these conditions.
- 5.8 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.
- 5.9 No disputes arising under the Contract or delays (other than delays acknowledged by the Seller in writing) and no Buyer's remarks or concerns regarding correctness of the invoice shall interfere with prompt payment by the Buyer.
- 5.10 The Buyer accepts that the Seller may choose to deliver the invoices via e-mail.

6. Payment for Containers

- 6.1 Subject to condition 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 2 months, carriage paid, and the Seller will credit the Buyer for such returned packaging in his next account. Rates of charge and credit will be as notified from time to time. 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 5.3.
- 6.2 Where the Buyer uses SAFE-TAINER™ containers, the Buyer shall notify the Seller as soon as empty SAFE-TAINER™ containers are available for collection and the Seller shall arrange collection of such containers with the Buyer. The Buyer shall be entitled to use each SAFE-TAINER™ container free of charge for a period of 56 days from the date of delivery of that container ("Charge Free Period"). Any SAFE-TAINER™ containers not made available for collection within the Charge Free Period will be invoiced at the standard rate per container per day, payment of such invoice being due in accordance with condition 5.3.

7 Credit

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

8 Warranty

- 8.1 Except as otherwise provided in these Conditions, statutory warranty for defects (under art. 556 and following of the Polish civil code), guarantee of quality and any other warranties and conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from the Contract and the claims provided under this Clause are the sole remedy of the Buyer in case of non-conformity of the goods.
- 8.2 The goods supplied by the Seller shall be in accordance with the specification supplied by the Seller (if any) and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by the Seller.

The services shall also conform to the specification supplied by the Seller (if any) and be carried out with all reasonable care and skill.

- 8.3 Upon the arrival of goods at their destination, the Buyer shall promptly examine the conformity of the goods to the Contract. In case of non-conformity, claims shall only be possible if received in writing and:
- (i) before the utilization of the goods but no later than within 7 days of the delivery date if elementary checks for irregularities can be made;
 - (ii) within 3 months of the delivery date if the goods contain hidden defects. After the above mentioned period, the goods shall be deemed duly delivered in conformity with the order. If the goods delivered do not conform to the Contract, the Buyer may ask the Seller to repair the goods or supply satisfactory substitute goods or services and the Seller shall then be entitled at its option to repair or supply satisfactory substitute goods or services free of cost and within a reasonable time or to repay the price of the goods or services in respect of which the complaint is made (art. 365 of the Polish Civil Code, *zobowiązanie przemienne*). As a condition for repair and/or delivery of substitute goods, the Seller may request that the Buyer first signs and delivers to the Seller an appropriate correcting invoice.
- 8.4 If the Seller does so repair or supply satisfactory substitute goods or services or effect repayment under condition 8.3, 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.
- 8.5 In addition, the Buyer agrees to comply with all of its obligations under the EC Regulation on REACH (EC 1907/2006) (the "REACH Regulation") and other applicable legal acts, including the Act of 11 January 2001 on substances and chemical preparations. In particular, but without limitation, the Buyer shall provide, on a timely basis, to the Seller all relevant new information on hazardous properties of the products as specified in the "REACH Regulation", ensuring effective execution of obligations in the supply chain. The Buyer shall comply with any safety information on the products supplied to it, cooperate with the Seller in order to ensure safe use of the goods and ensure that its customers are provided with all the information required to use their products safely. .
- 8.6 The Seller is liable with respect to the default of the legal title to the goods pursuant to applicable provisions of Polish civil law.

9. Liability

- 9.1 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.

- 9.2 Where the Seller delivers goods and containers/packaging to the Buyer, the point of delivery will be the delivery vehicle's side and the Seller accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the goods and containers/ packaging from the vehicle side to the Buyer's storage location (the moment of the transfer of the risk of fortuitous damage or loss of goods).
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 The Seller's maximum aggregate liability under or in connection with the Contract, whether due to the improper performance of the Contract or otherwise, will in no circumstances exceed the price of the goods or services under the Contract. Pursuant to these terms any concurrence of the Seller's contractual liability and his tort liability arising from default of the obligations arising from the Contract is excluded.
- 9.8 In no circumstances shall the Seller be liable in Contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, goodwill or business opportunity 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 except for the cases when the Seller causes the damage by willful misconduct (umyślnie).

10. 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.

11. Risk

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

12. Reservation of Title

12.1 Title to the goods shall only pass to the Buyer if the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under the Contract and under all other contracts between the Seller and the Buyer (including any sums due under contracts made after this Contract) whether or not the same are immediately payable.

12.2 The Seller may recover goods in respect of which title has not passed to the Buyer at any time until the Buyer has paid to the Seller all sums under clause 12(1).

12.3 Until title to the goods has passed to the Buyer under these conditions it shall possess the goods as their depositary pursuant to art. 835-844 of the Polish Civil Code. The Buyer is not entitled to remuneration for storing the goods. The Buyer shall store the goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Seller. During such time as the Buyer possesses the goods with the Seller's consent, the Buyer acting as an irregular depositary pursuant to art. 845 of the Polish Civil Code may in the normal course of business sell or hire the goods as principal but without committing the Seller to any liability to the person dealing with the Buyer. Each paragraph or sub-paragraph of this condition is separate, severable and distinct.

13. Ex Stock Goods

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

14. Variations

No variation to any Contract shall have effect unless signed in writing on behalf of the Seller by a representative of the Seller.

15. Assignment

The Contract is between the Seller and the Buyer as principal and is not assignable without the consent of the Seller.

16. Termination

The Seller shall be entitled forthwith to rescind 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.

17. Modification of the Conditions

The Seller reserves the right to revise these Conditions at any time with 2 months' advance notice to the Buyer. Unless otherwise specified, the amended Conditions become applicable to all Purchase Offers placed after the date on which the Conditions and the new prices become effective.

18. Force Majeure

The Seller shall have the right to cancel or delay performance of the services or deliveries of the goods if it is prevented from or hindered in or delayed in manufacturing or delivering the goods or services or any part thereof through any circumstances beyond its reasonable control, including but not limited to war, riot, government requisitions of any kind, suspension or loss of means of transport, strikes, lock outs, labour disputes, fire, explosion, flood, accident, failure of any third party to supply the Seller, breakdown of machinery 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. During any such period of cancellation, the Buyer shall have the right to purchase elsewhere at his own risk and cost such quantities of the goods or services as may be necessary.

19. Jurisdiction

The Contract shall be governed and interpreted according to the laws of Poland. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall not apply. All disputes arising in connection with the Contract and/or interpretation of these Conditions, shall be exclusively submitted to the Polish court competent for the registered office of the Seller.

20. Severability

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

21. 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.