

DISTRUPOL ITALY
Terms and Conditions of Purchase

1. General

In these terms and conditions "Buyer" refers to Distrupol Italy and "Seller" refers to the firm or company with which the Buyer has placed an Order. The term "Contract" shall refer to any Order placed by the Buyer and accepted by the Seller for the delivery of Goods. "Order" means the Buyer's written order for delivery of the Goods, to which these terms and conditions apply. The term "Goods" means any Goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them).

2. Terms

- (a) The Order constitutes an offer by the Buyer to purchase Goods and/or services from the Seller in accordance with these Conditions.
- (b) The Order shall be deemed to be accepted on the earlier of (i) the Seller issuing written acceptance of the Order; or (ii) any act by the Seller consistent with fulfilling the Order, at which date the Contract shall come into existence.
- (c) These Conditions apply to the Contract to the exclusion of any other terms, conditions which the Seller seeks to impose or insert, or which are implied by trade, custom, practice or course of dealing between the parties.

3. Orders

- 3.1 All Orders, including Orders for direct deliveries, shall be acknowledged by the Seller prior to despatch or within 5 working days of the Seller's receipt of the Order, whichever is the earlier, confirming quantity, product specification, price and delivery date.
- 3.2 Unless the Buyer's Order is confirmed in writing within one week of the date of Order, or delivery takes place within that time in response to the Order, the Buyer shall cease to be bound by it. Any acceptance of the Buyer's Order that is modified by the Seller is required to be expressly set out in writing. In this case the Contract shall become effective only when such modifications are approved by the Buyer in writing.

4. Delivery and Quantity

- 4.1 In the absence of any agreement to the contrary the Goods shall be delivered, carriage paid, by the Seller to the Buyer's premises on the stipulated date and time at the expense of the Seller. Time for delivery shall be of the essence of the Contract and the Buyer reserves the right to cancel without redress by the Seller, either the whole or the unexecuted part of the Order if the delivery is not made within the time specified on the Order. If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense. Deliveries in instalments will only be accepted with the Buyer's prior written consent.
- 4.2 The Buyer shall not be deemed to have accepted the Goods until it has had 5 working days to inspect them following delivery. The Buyer shall also have the right to reject the Goods as though they had not been accepted after the aforementioned 5 working days have elapsed, if any hidden defect in the Goods has become apparent.
- 4.3 If the Seller is responsible for delivery or for arranging delivery of the Goods to the Buyer's premises the Seller will be liable for all damage which it or its carrier causes to the Goods or the Buyer's property in the course of delivery and completion of offloading. If Goods are delivered before the date specified in the Order, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for

delivery.

- 4.4 In the case of Goods imported from outside Italy, the Seller shall ensure that accurate information is given to the Buyer as to the country of origin of the Goods and shall be liable to the Buyer for any additional duties or taxes for which the Buyer may be accountable should the country of origin prove to be different from that indicated by the Seller. Unless otherwise stated in the Order, the Seller is responsible for obtaining all the export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.
- 4.5 Deliveries must be booked in, with the relevant Buyer site, at least 24 hours prior to delivery unless otherwise stated on the Order.
- 4.6 The Seller will ensure deliveries of food, personal care or pharmaceutical products are not included in transport loads in which hazardous, industrial or corrosive substances are also present. The Seller shall also ensure that all products and primary packaging are appropriately protected from adulteration and contamination during storage and transit.

5. Proof of Delivery ('P.O.D.')

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

6. Certificates of Analysis

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

7. Quality

The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order and any specifications supplied or advised by the Buyer to the Seller. The Buyer's rights recognised under these terms and conditions are in addition to those provided by law in favour of the Buyer. The Seller warrants, represents and undertakes to the Buyer that:

- 7.1 the Goods are supplied in accordance with the specification agreed by the parties and have been tested accordingly by the Seller;
- 7.2 the Goods are of good quality, free from faults or defects: and
- 7.3 where the Goods are custom designed, blending or manufactured for the Buyer, or technical advice in relation to their formulation, application and use has been provided by the Seller, the Seller warrants that the Goods are fit for their purpose;
- 7.4 all information provided by the Seller to the Buyer in relation to the Goods shall be true and accurate in all material respects; and
- 7.5 it has provided the Buyer with all product and technical information as may be required by law.
- 7.6 the Buyer shall be entitled to inspect the Goods during their manufacture and prior to delivery upon request.

8. Demurrage

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

9. Inspection

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

10. Title and Risk

Unless otherwise stated in the Order, risk in the Goods shall pass to the Buyer on completion of delivery at the place specified in the Order and title to the Goods or any part of them shall pass to the Buyer upon the earlier of (i) delivery of the Goods or (ii) first payment. Nothing in this condition shall effect any right of the Buyer to reject Goods.

11. Price

The price payable shall be that specified in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges, including without limitation, delivery of the Goods and any applicable duties or taxes. The invoice must be raised in the currency which is stated on the Order.

12. Payment

The Buyer's standard payment terms of 60 days from the end of the month in which the Goods were delivered apply to all Orders unless otherwise agreed in writing. Time for payment shall not be of the essence of the Contract. In the event of delays, the Buyer shall pay interest on late payments at the rate of 7 per cent, in light of the provisions of Art. 5, para. 1 of Legislative Decree No. 231/2002, as amended.

13. Invoices

All invoices must be sent to the Buyer and quote the relevant Buyer's purchase order number. Without this number, the Buyer cannot process payments. Any invoices in respect of which the Buyer requests the Seller to issue a credit note shall not be paid until the credit note of the correct value is received. The credit note must quote the Buyer's purchase order number.

14. Offset of amount due

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

15. Indemnity

The Seller shall indemnify the Buyer against all losses, actions, costs, claims, demands, expenses and liabilities, howsoever arising or incurred by the Buyer, whether of a contractual, non-contractual or pre-contractual nature in connection with:

15.1 the Seller's failure to supply Goods which conform with all regulations applicable legislation at the time of supply;

- 15.2 the provision of insufficient and/or inaccurate and/or incomplete information by the Seller;
- 15.3 the failure of the Seller to provide adequate written notice of any change in product specification;
and
- 15.4 where condition 7.3 applies, any breach of the warranty as to fitness for purpose.

16. Requirements

- 16.1 The Goods and/or services shall be provided by the Seller in compliance with all applicable laws and regulations. To the extent that any codes, guidance and/or requirements are not mandatory and binding, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry. In all cases the costs of compliance shall be borne by the Seller.
- 16.2 All Goods supplied shall be of the nature, substance and quality described by the Seller and above at clause 7.
- 16.3 The Seller will obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations and observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises.

17. REACH

- 17.1 Seller shall provide on a timely basis to Buyer all relevant information in order to comply with Buyer's obligations under the EU Regulation on REACH (EC1937/2006) (the "REACH Regulation").
- 17.2 Where the Seller is located outside of the European Union and there is a requirement to pre-register and/or register the Goods pursuant to the REACH Regulation, the Buyer and the Seller shall agree who will be the registrant.
- 17.3 Where the Seller is the registrant, it shall pre-register and register the Goods at its own cost and expense on a timely basis under the REACH Regulation. Failure to do this shall be a material breach and entitle the Buyer to terminate the Contract in accordance with clause 22 of these terms and conditions.
- 17.4 Where the Buyer is the registrant, the Seller shall supply at the Seller's cost all relevant information and co-operate fully with the Buyer in order to pre-register and register the Goods on a timely basis under the REACH Regulation. In addition, Seller agrees to reimburse the Buyer on an indemnity basis for all costs incurred by the Buyer in complying with the obligations imposed by the REACH Regulation. The failure by Seller to comply with these obligations shall allow the Buyer to terminate the Contract in accordance with clause 22 of these terms and conditions.
- 17.5 The Seller shall ensure that all safety data sheets relating to the Goods are kept updated and shall as soon as reasonably practicable inform the Buyer of any information it acquires or becomes aware of concerning any hazardous properties of the Goods or risk management measures.

18. Changes to products, processes or site of Manufacture

The Seller shall promptly notify the Buyer in writing if it intends to make changes to the Products and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to the Goods. If the Seller fails to notify the Buyer of any such changes at least 30 days prior to such change, then Buyer shall be entitled to terminate the Contract forthwith.

19. Sub Contracting

Orders may not be assigned or subcontracted either wholly or in part without the written consent of the Buyer.

20. Intellectual Property

The Seller warrants that the design, construction, quality and supply of the Goods specified in the Order will not infringe any patent, trade mark, service mark, registered design, know-how, confidential information, rights under licences or copyright or rights of the same or similar effect or nature in any part of the world and shall indemnify the Buyer against all actions, claims, demands, costs, charges and expenses (including legal costs) arising from or incurred by reason of any infringement of this warranty. This clause shall survive the termination of the Contract.

21. Confidentiality

The Seller shall not, without the Buyer's consent, disclose or make use of information contained in any specifications of products or formulations of the Buyer, or any other information which the Buyer expressly makes known to the Seller is of a confidential nature or such information which can reasonably be implied to be of a confidential nature, other than for the execution of an Order from the Buyer and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Seller. This clause shall survive the termination of the Contract.

22. Termination

22.1 Without prejudice to any other rights of the Buyer, the Buyer shall be entitled to terminate the Contract forthwith in the following events:

22.1.1 the Seller commits a material breach of any of the terms and conditions of the Contract and in particular of Articles 4.1, 7, 16, 17, 18, 19, 28, 29, 30; or

22.1.2 in the event of any distress, attachment, execution or other proceedings on any of the Seller's assets; or

22.1.3 the Seller has a bankruptcy order made against him or proposes an arrangement with its creditors, or otherwise avails itself of any provision of law for the settlement of its state of crisis, or convenes a creditors' meeting (formal or informal), or enters into liquidation (voluntary or compulsory), except for a voluntary liquidation in bonis for the sole purpose of restructuring or merger, or a receiver or an administration receiver is appointed for its company, or

a petition is filed against the Seller before any court for the bankruptcy of the Seller or for the appointment of a receiver, or any proceedings relating to the insolvency or possible insolvency of the Seller are commenced; or

22.1.4 Seller ceases or threatens to cease to carry on its business; or

22.1.5 the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

22.2 Conditions which expressly or impliedly have effect after termination will continue to apply notwithstanding termination.

23. Withdrawal

23.1 The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving notice in writing to the Seller on reasonable notice, in which case all activities under the Contract shall be discontinued and the Buyer shall pay the Seller fair and reasonable

compensation for activities carried out up to that time, but such compensation shall not include loss of anticipated profits or any consequential loss. The withdrawal of the Contract, however occurring, shall not affect the Buyer's rights and obligations accrued prior to the withdrawal.

23.2 The conditions which expressly or implied have effect after withdrawal will continue to apply notwithstanding the withdrawal.

24. Insurance

The Seller shall ensure that it has adequate insurance cover with a leading insurer to cover claims under this Contract or any other claims or demands which may be brought or made against the Seller by any person suffering any injury, damage or loss in connection with this Contract, including, without limitation, (a) product liability insurance to the value of €5 million per claim and (b) employer's liability insurance to the value of €5 million per claim. The Seller shall, upon request by the Buyer, produce to the Buyer its policy or policies of insurance, together with the receipt for the last premium in respect of each policy.

25. Force Majeure

- (i) The Buyer reserves the right to defer the date of delivery or payment or to cancel an Order or reduce the volume of Goods Ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (except involving the affected party's own workforce of the party concerned), natural disasters, war, riots, civil commotion, malicious damage compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, or the failure to grant any necessary licence or consent and, where relating to the Buyer's ability to fulfill its obligation under this Contract.
- (ii) Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (iii) If the Force Majeure Event prevents either party from complying with its obligations under this Contract for a period exceeding 4 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.

26. General

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

27. Third Party Right

A person who is not a party to this Contract (a "third party") shall have no right to enforce any term of this Contract.

28. Additional guarantees

28.1 The Seller warrants that all Goods supplied to the Buyer together with all necessary instructions, information and warnings supplied with them will be designed, manufactured and produced in such a manner as to ensure that the Products comply with European and national regulations governing product safety.

28.2 If the Seller becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of Goods previously supplied, the Seller shall without delay issue written notice of them to the Buyer.

- 28.3 The Seller shall indemnify, reimburse and compensate the Buyer for all losses and damages (including costs, expenses and charges for legal action in which the Buyer may be involved) which the Buyer may incur or have to bear as a result of any claim or claims arising as a result of the Goods being found not to comply with European and national regulations governing product safety.
- 28.4 The Seller undertakes to maintain adequate insurance cover (with insurers of high standing) in respect of any possible liability arising from such non-compliance and to produce to the Buyer without delay, upon request, a copy or copies of the relevant policy or policies of insurance.

29. Product Safety and Product Recall

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

- 29.2 Without prejudice to the obligations of the Seller with respect to product safety under any relevant legislation, the Seller shall, at its own cost and expense, provide for

29.2.1 use all reasonable endeavours to co-operate with the Buyer to take any action or corrective measures necessary to minimise the impact of any defect in the Goods including but not limited to agreed notifications to the relevant authorities and issuing any written or other notification to the Buyer's customers about the manner of or operation of the Goods;

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

29.2.3 collect any recalled Goods or defective Goods held by the Buyer;

29.2.4 appropriately destroy and dispose of any recalled Goods;

29.2.5 comply with any reasonable directions (including, without limitation, any request of

29.2.6 the Buyer to label the Goods in a manner that the Buyer deems appropriate to warn consumers) of the Buyer in respect of the Goods; and

29.2.7 comply with any other arrangements as may be agreed between the parties in

29.2.8 respect of the Goods.

29.2.9 The Seller shall indemnify the Buyer against all costs, claims, demands, liabilities, proceedings and

expenses incurred by the Buyer by reason of any act or omission of the Seller or any breach by the Seller of the terms of this Contract which renders the Goods defective or unsafe.

30. Governing Law

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter

or formation (including disputes or claims of a pre-contractual or non-contractual nature, shall be governed by and construed in accordance with Italian law, and the parties irrevocably submit to the exclusive jurisdiction of the Court of Milan. The provisions of the Vienna Convention on the International Sale of Goods shall not apply to the Contract.

31. Compliance

The seller;

- (i) comply with all applicable competition, anti-bribery and anti-corruption laws, rules and regulations;
- (ii) acknowledges that it has access to, and reviewed a copy of the Global Standards of Business Conduct, Anti-Bribery and Corruption and Antitrust and Competition Policies at <http://www.distrupol.com> and shall adhere to the principles contained therein and any other compliance policies provided to the Buyer, as updated from time to time;
- (iii) will have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the matters set out in Clauses 31(i) and 31(ii), to ensure continued compliance.

32. Non-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 or action, nor shall it 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 or action.

33. Data Protection

Should the Seller 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 Buyer, the Seller shall ensure that it fully complies with the GDPR and only deals with the data to the extent necessary to fulfil its obligations under the Contract and these terms and conditions.

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

The Seller declares that he has carefully read and specifically approved the following contractual clauses and sub-clauses: **Art. 4 (Delivery and Quantity)**, Art. 4.1., 4.2, 4.3, 4.4.; **Art. 7 (Quality)**, 7.6.; **Art. 8 (Demurrage)**, **Art. 9 (Inspection)**; **Art. 10 (10. Title and Risk)**; **Art. 12 (Payment)**; **Art. 13 (Invoices)**; **Art. 14 (14. Offset of amount due)**; **Art. 15 (Indemnity)**; **Art. 17 (Reach)** 17.3, 17.4; **Art. 18 (1. Changes to products, processes or site of Manufacture)**; **Art. 21 (Confidentiality)**, **Art. 22 (Termination)**, 22.1 (in particular, 22.1.1.) and 22.2; **Art. 23 (Withdrawal)** 23.1. and 23.2; **24 (Insurance)**; **Art. 25 (Force Majeure)**; **Art. 29 (Product Safety and Product Recall)** 29.1, 29.2 29.3; **Art. 30 (Applicable Law)**.

Seller's Signature

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Seller's signature for acceptance

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