

DISTRUPOL ITALY SRL
Terms and Conditions of Sale

In these conditions "Seller" refers to DISTRUPOL Italy SRL and "Buyer" refers to the individual firm or company to whom a quotation is addressed or whose order is accepted by the Seller. These conditions shall apply in respect of all Contracts ("Contract") between the Seller and 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.

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 Buyer ("**Purchase Order**") as subsequently amended by our written acceptance of the order form ("**Acceptance of Order**").

1. Application of Conditions

(a) 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.

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

(c) 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").

2. Delivery

(a) 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 to the Buyer's premises stated in the Buyer's order. In the event that the Seller is unable to deliver the goods at the agreed time, it shall use its reasonable endeavours to notify the Buyer of the delay. Upon notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller to agree on a new delivery date. In the event that the goods cannot be delivered, or the parties cannot agree on a new delivery date, the Buyer may cancel the Contract and seek alternative goods at its own cost and risk.

(b) 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.

(c) The Seller may deliver the goods by installments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an installment shall not entitle the Buyer to cancel any other installment. 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.

(d) No liability can be accepted for alleged defects, where such defects are reasonably apparent upon inspection, unless the Buyer informs the place from which the goods were ordered or the Buyer's usual customer contact within 3 days of receipt of the goods and confirms this in writing within 7 days of receipt of the goods. If the Seller is informed of the defect in accordance with this provision, the Seller shall replace the goods at its sole discretion or credit the Buyer with the price stated on the invoice for the goods.

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.

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

3. Price and Payment

(a) Subject to condition 3(b) and 3(c), the price for the services or each delivery of goods will be as detailed in the relevant Purchase Order, as may be amended by the relevant Acceptance of Order, as amended in accordance with condition 3(b) and/or 3(c) 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 3(b) and/or 3(c) shall prevail, or if the price has not been revised, the price set out in the Acceptance of Order shall prevail and, if no price

information is contained therein, the price set out in the Purchase Order shall prevail.

(b) (i) The Seller shall be entitled to increase the price of the goods every six months after the date of the Acceptance of Order 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 supply of the goods.

(ii) The Seller shall provide the Buyer with 21 days advance notice of any price increase. 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 Purchase 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.

(c) All prices (which unless otherwise specifically stated are exclusive of VAT and any other applicable taxes, including hydrocarbon oil duty, where applicable, and do not include delivery or package charges) are net and are not subject to any discount. Payment must be received to the account nominated by the Seller by the 20th day of the month following the month of delivery of the goods or services, or no later than the last working day before the due date if the date falls on a non-working day. The Buyer will pay all amounts due under the Contract in full and without any deduction, withholding, or set-off.

(d) 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 and demand immediate payment of all sums owed, or yet to be invoiced, by the Seller to the Buyer.

(e) 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.

(f) 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 competent authorities may require payment from the Seller.

(g) 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.

4. Credit

The Seller reserves the right at any time to refuse or limit the amount or period of credit lines it will grant to the Buyer.

5. Guarantee

(a) Seller warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications of the manufacturer or as otherwise set forth in the Contract. Seller gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded to the fullest extent permitted by applicable law.

Where the products do not conform to the specifications at the time of the delivery, Seller shall at its expense either replace any quantity of the returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Seller's option, credit Buyer for the invoiced value of the non-conforming products..

6. Cancellations

Cancellation of Purchase Orders will not be accepted and no refund will be granted for any returned products and/or services. A Purchase Order shall be deemed binding on the Buyer and open for acceptance by Seller for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.

7. Terms and conditions of sale

Upon entering into an agreement with Seller, Buyer accepts these Terms and Conditions of Sale as an integral part of the contract. Unless Seller expressly agrees otherwise in writing, the Acceptance of Order, the agreement and the Terms and Conditions of Sale shall prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer. No variations or waivers relating to the Acceptance, the agreement or the Terms and Conditions of Sale shall be valid unless agreed to in writing by the Seller.

8. Liability

(a) Any liability of the Seller, save the case of gross negligence or willful act as set forth in article 8 (d), shall be limited to:

(i) the remedies set forth in Art. 5 if the Contract solely relates to the delivery of products;
(ii) 50% of the aggregated value invoiced, excluding VAT and credits, by Seller to the Buyer during the six months immediately preceding the date of Seller's receipt of Buyer's written claim notice, if the Contract relates to the delivery of services only.

(b) The Buyer shall indemnify and hold harmless the Seller from any third party claims made in connection with the implementation of any Contract.

(c) Seller shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profits or revenue).

(d) Neither party shall seek to limit or exclude its liability under the Contract in respect of: (i) death or personal injury caused by its negligence, or that of its officers, employees, contractors or agents; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which may not be excluded by law.

9. Trade Marks etc.

All trademarks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, know-how and other intellectual property rights of any nature whatsoever ("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 the Buyer to immediately cease any use of such trademarks or other Intellectual Property.

10. Risk

The risk in the 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 event occurs first, at which time the risk in the goods shall be transferred to the Buyer.

11. Reservation of Title

(a) Title to the Goods shall only pass to the Buyer if and when the Buyer has paid to the Seller all sums (including any default interest) due from it to the Seller under this 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 is immediately payable.

(b) The Seller may at any time recover any goods in respect of which title has not passed to the Buyer and the Buyer irrevocably licences the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Condition 11 (c) below is being complied with by the Buyer or of recovering any goods in respect of which title has not passed to the Buyer.

(c) Until title to the goods has passed to the Buyer in accordance with these conditions, the Buyer shall have mere physical possession of the goods, without the possibility of performing any act of disposition. The Buyer shall ensure that all packaged goods are clearly identifiable as having been received by the Seller, as far as reasonably possible.

12. Ex Stock Goods

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

13. Variations

No variation to any Contract or additional terms shall have effect unless signed in writing by the Seller or its legal representative.

14. Assignment

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

15. 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 terms and conditions, where the control of the Buyer changes during the period of the Contract or where the Buyer commits any material breach of these Terms and Conditions of Sale or proposes and/or enters into any composition with its creditors or suffers any distress, seizure or execution against its assets or

suffers a judicial, compulsory or voluntary liquidation or suffers the appointment of a receiver in respect of any part of its assets or ceases or threatens to cease to carry on business.

16. Force Majeure

(a) 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, lockouts or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, natural disaster, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, sanction, 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, , accident, breakdown of plant or machinery, fire, flood, storm, default or failure of suppliers or subcontractors, 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, epidemics, pandemics.

(b) 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.

(c) 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.

17. Compliance

The Buyer:

(a) will comply with all applicable competition, anti-bribery and anti-corruption laws, rules and regulations;

(b) acknowledges that it has access to and has reviewed a copy of Distrupol's Global Standards of Business Conduct, Anti-Bribery Policy and Antitrust Policy www.distrupol.com/corporate-compliance.html and adheres to the principles contained therein and any further compliance policies provided to Buyer, as updated from time to time;

(c) 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 articles 17 (a) and 17(b), to ensure continued compliance.

18. Governing Law and Jurisdiction

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 non-contractual and/or pre-contractual nature), shall be governed by and construed in accordance with the laws of Italy and the parties irrevocably submit to the exclusive jurisdiction of the courts of Milan. The provisions of the Vienna Convention on the International Sale of Goods shall not apply to the Contract.

19. Confidentiality

The Buyer shall not disclose any confidential information regarding the goods or services supplied by the Seller or under the Contract. Confidential information shall mean any information of a technical, commercial or other nature, in writing or oral, except for information that has been or will be disclosed in public, or that has become or will become known in public in another way than by the Buyer's non-compliance with this duty of confidentiality under this Contract. The Buyer shall ensure that the Buyer's employees do not disclose confidential information to any third party. The Buyer shall ensure that employees, who will most likely get access to confidential information, declare to keep such information confidential to the same extent and degree as the Buyer in compliance with this duty of confidentiality.

20. Severability

Should one or more of the contractual terms, conditions, clauses or sub-clauses be deemed null, invalid or ineffective by any court or administrative body, such nullity, invalidity or ineffectiveness shall not affect the other provisions of these terms and conditions, which will remain in full force and effect.

21. 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 consequential breach or default. No failure or delay by a party in exercising any right or remedy or action under the Contract or at law shall not constitute a waiver of such or

any other right, remedy or action, nor shall it preclude or restrict its further exercise. No single or partial exercise of such right or remedy or action shall preclude or restrict the further exercise of that or any other right or remedy or action.

22. Assignment

The Contract or rights and obligations under the Contract are not assignable by the Buyer without the Seller's prior written consent. The Contract (in whole or in part) or rights and obligations under the Contract may be freely assigned, transferred, or delegated by the Seller to any third party.

23. Data Protection

The Seller informs the Buyer that all personal data provided by the Buyer following the purchase of products or the provision of services will be processed in accordance with the relevant data protection legislation. For any communication regarding the processing of personal data, the Buyer should contact the Seller by e-mail at distrupol.legal@gpdcompanies.com. Personal data may be processed to manage the purchase of the Seller's products and/or the provision of the Seller's services. The processing is strictly necessary for this purpose and its legal basis is the performance of the Contract itself. It is likely that if the Buyer does not provide the Seller with the data requested for this purpose, the purchase of the Seller's products and/or the provision of the Seller's services will not be possible. The Buyer may consult further information on how the Seller will process its data in the privacy and cookie policy of the Seller's website at <https://www.distrupol.com/legal.html>.

The Seller will not make any automated decisions that could affect the data subjects. The data will be stored for the term of the Contract and for the time required to comply with the applicable legal or contractual obligations related to the performance of this Contract and to exercise and defend the rights of the Seller. The data will be processed only by the Seller and, if applicable, by:

- (i) other parties that the Seller is legally obliged to notify;
 - (ii) service providers that have been assigned any service connected to the management or performance of the Contract;
 - (iii) other companies of its corporate group, if required to fulfill the purpose of the processing.
- If any of the Seller's service providers process personal data in a third country, the Seller will implement all measures and controls within its power to protect Buyer's personal data. Where an adequacy decision does not apply, the main measures taken by the Seller when an international transfer of personal data takes place are taken in accordance with the provisions of EU Regulation 2016/679.

The data subjects can request access to and rectification or erasure of their personal data, request that processing be restricted, request data portability, or object to its processing, by writing to the Seller at Distrupol.legal@gpdcompanies.com. They can also file a complaint with the applicable corresponding data protection authority.

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 General Data Protection Regulation by the Buyer.

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The Buyer declares that he has carefully read and specifically approves the following contractual clauses and sub-clauses: **Art. 2 (Delivery)** lett. (a) (b), (c), (d), (e), (f); **Art. 3 (Price and Payment)** (a), (b), (c), (d), (e) (f), (g); **Art. 4 (Credit)**, **Art. 5 (Guarantee)** (a) (b); **Art. 6 (Cancellations)**; **Art. 8 (Liability)** (a) (b) (c); **Art. 10 (Risk)**; **Art. 11 (Reservation of Title)** (a), (b), (c); **Art. 14 (Assignment)**; **Art. 15 (Termination)**; **Art. 16 (Force Majeure)**; **Art. 18 (Governing Law and Jurisdiction)**; **Art. 19 (Confidentiality)**; **Art. 22 (Assignment)**; **Art. 23 (Data Protection)**.

Buyer's Signature

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Buyer's signature for acceptance

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