Please find attached our purchase order.
Please ensure that you forward a copy of the below commercial and shipping (where applicable) documents to minimise any delays in clearing and delivering the goods:

* Bill of lading/ Airway Bill
* Commercial invoice
* Packing List
* Packing Declaration
* Insurance Certificate
* Certificate of Analysis
* Certificate of Origin
* Manufacturers Declaration
* Phytosanitary Certificate for all- plant and plant based products, grain products, seed products
* Dangerous Goods Declaration (Multimodal Dangerous Goods Form) for all hazardous/dangerous goods
* Quarantine Declaration for shipments into New Zealand (applicable only on FCLs)
* Veterinary/Health certificate for products containing dairy

Please ensure that you forward a packing declaration and Certificate of Analysis clearly showing the quantity of each Batch being supplied for this order

**********ORDER CONDITIONS**********

1. RECEIPT OF ORDER TO BE CONFIRMED TO THE SHIPPING DEPARTMENT WITHIN TWO DAYS FOR AIRFREIGHT AND WITHIN ONE WEEK FOR SEAFREIGHT.

2. CERTIFICATE OF ANALYSIS STATING OUR ORDER NUMBER AND BATCH/LOT NUMBER/S MUST ACCOMPANY YOUR INVOICE.

3. INVOICES MUST BE IN ENGLISH AND INCLUDE BATCH/LOT NUMBER/S, SALES TERMS AND THE NETT SELLING PRICE. IF CFR/CIF, THE ACTUAL COST OF INLAND AND MARINE FREIGHT MUST BE ITEMISED. PACK SIZES AND NUMBER OF PACKAGES PER PRODUCT MUST BE STATED.

4. WOODEN PALLETS AND DUNNAGE USED IN FCL AND LCL SHIPMENTS MUST BE TREATED AND SO CERTIFIED IN ACCORDANCE WITH AUSTRALIAN/NEW ZEALAND QUARANTINE REGULATIONS. ORIGINAL TREATMENT CERTIFICATE STATING TREATMENT METHOD AND RELEVANT CONTAINER NUMBER/S MUST BE SENT WITH SHIPPING DOCUMENTS.

5. PACKING DECLARATION MUST BE IN PRESCRIBED FORMAT AND MUST ACCOMPANY ALL FCL AND LCL SHIPMENTS.
(View formats at For Australia http://www.agriculture.gov.au/import/general-info/co-reg/acceptable-docs For New Zealand www.biosecurity.govt.nz/forms/containers-declaration)

6. GOODS CLASSIFIED AS DANGEROUS IN THE IATA AND/OR THE IMDG CODES MUST BE IN APPROVED PACKAGING, MARKED AND LABELLED IN FULL COMPLIANCE WITH THESE REGULATIONS.

7. DOCUMENTATION REQUIREMENTS:
(A) SEAFREIGHT: FULL SET CLEAN ON BOARD BILLS OF LADING AND THREE COPIES OF THE INVOICE ARE TO BE SENT OR COURIER DISPATCHED TO THE ABOVE ADDRESS.
(B) AIRFREIGHT: EMAIL FLIGHT DETAILS, MAWB NUMBER, COPY OF INVOICE AND CERTIFICATE OF ANALYSIS PRIOR TO GOODS ARRIVAL.

8. ADDRESS SHIPPING INFORMATION AND DOCUMENTATION FOR THIS ORDER TO THE ATTENTION OF THE CONTACT PERSON

9. ALL PACKED GOODS SHALL BE CLEARLY MARKED, IN ENGLISH, WITH PRODUCT NAME (INCLUDING CORRECT SHIPPING NAME) AND NET PACKED WEIGHT.

Please send confirmation of receipt of this purchase order to:

BRENNTAG AUSTRALIA PTY LTD
shipping.au@brenntag-asia.com

BRENNTAG NEW ZEALAND LTD
brenntagnz@brenntag-asia.com

**Brenntag Australia Pty Ltd**
Level 5, 10 Nexus Court,
Mulgrave, Victoria 3170, Australia
T: +61 3 9559 8333 | Customer Service: 1800 733 554
F: +61 3 9532 0802 | W: www.brenntag-asia.com
ABN 84 117 996 595

# PURCHASE ORDER



| | | |
|---|---|---|
| VENDOR CODE : 10000669<br>VENDOR NAME : ARKEMA COMPANY LIMITED<br><br>UNIT 4112-4116, TOWER 1 METROPLAZA<br>223 HING FONG ROAD, KWAI FONG NT<br>KWAI FONG<br>NT HONG KONG<br><br>CONTACT PERSON :<br>TELEPHONE :<br>CONTRACT/QT.NO. : | P/O NO. : 4500336692<br>REVISION : | DATE : 18 FEB 2025<br>REVISION DATE : |
| | PAYMENT TERM : 120 DAYS FROM INVOICE DATE<br><br>INCOTERM : CIF MELBOURNE<br>MODE OF SHIPMENT : Sea<br>PORT OF DISCHARGE : MELBOURNE<br>REQ. DEL.DATE : 05 JUN 2025<br>PROCESSED BY : DigiB IMP RFC User | |

| | | |
|---|---|---|
| BILL-TO:<br>Brenntag Australia Pty Ltd<br>Level 5, 10 Nexus Court<br>Mulgrave<br>3170 VIC AUSTRALIA | SHIP-TO:<br>Mainfreight Dexter DR<br>37 Dexter Drive<br>Epping<br>3076 VIC AUSTRALIA<br><br>CONSIGNEE:<br>Refer - BILL TO | NOTIFY PARTY:<br>Brenntag Australia Pty Ltd<br>Level 5, 10 Nexus Court<br>Mulgrave<br>3170 VIC AUSTRALIA<br>Phone: +61 3 9559 8333<br>Email: shipping.au@brenntag-asia.com |

| | |
|---|---|
| SHIPPING / DELIVERY INSTRUCTION:<br>ETA - 05/06/2025 | SHIPPING MARKS:<br>Brenntag Australia Pty Ltd<br>PO 4500336692<br>PO number to be referenced on B/L<br>SHELF LIFE REQUIREMENTS: Product should be shipped with a minimum shelf life of 75% of total life at the time of dispatch. Instance this cannot be met, acceptance from Brenntag must be obtained in writing prior to dispatch. |

| MATERIAL CODE | MATERIAL DESCRIPTION | ORIGIN | NO. OF PACK | QUANTITY | ORDER UOM | UNIT PRICE | PRICE PER | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 10006421 | SARTOMER E6601 NS 200KG/DRUM<br>DG Class: 9_UN3082_III<br>Min/Max Temp: 0.00 / 38.00 | US | 2.00 | 400.000 | KG | 14.4900 | KG | 5,796.00 |
| | VENDOR FREIGHT | | | | | | | 200.00 |

THIS DOCUMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO

| | |
|---|---|
| Authorised Signature<br><br>---------- | **GRAND TOTAL** **USD** **5,996.00**<br>**WITHOUT TAX** |

ALL PRICE EXCLUDES GST UNLESS OTHERWISE STATED.

**Brenntag Australia Pty Ltd**
Level 5, 10 Nexus Court,
Mulgrave, Victoria 3170, Australia
T: +61 3 9559 8333 | Customer Service: 1800 733 554
F: +61 3 9532 0802 | W: www.brenntag-asia.com
ABN 84 117 996 595

# GENERAL TERMS AND CONDITIONS OF PURCHASE ("GTCoP")

**1. SCOPE:** These GTCoP shall apply to all purchase of products and services **("Products")** by Brenntag entities, direct and indirect subsidiaries, and all its affiliates within the Asia Pacific region (**"Brenntag" or "Buyer"**). These GTCoP, together with any formal agreement that may or may not be executed (**"Formal Agreement"**), purchase orders and other documents issued by the Buyer, constitute the entire agreement between the parties concerning the subject matter hereof. The seller of the Products purchased by the Buyer, and as named in any of the documents to which these GTCoP are attached (**"Seller"**), is deemed, upon acceptance of any order, purchase orders or equivalent documents sent by the Buyer to the Seller (**"Purchase Order"**), to irrevocably accept the entire GTCoP and all of Buyer's terms in connection with the Buyer's purchase of the Products from Seller. Any terms or conditions of the Seller are not binding on the Buyer and any other documents of Seller pertaining to the sale and purchase of the Products are to be disregarded, even if the order is based upon them, or if the Seller 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) GTCoP; (iii) Purchase Order; (iv) unless explicitly stated otherwise therein, any correspondence or other document issued by the Buyer.

**2. ORDERS:** The Seller may not withdraw its offers or quotations without the prior written consent of the Buyer. The Buyer may withdraw the Purchase Orders before the delivery of the Products, by giving notice to the Seller. A Purchase Order placed by the Buyer shall be deemed to have been accepted by the Seller, unless rejected within three (3) business days of its receipt. Upon acceptance of a Purchase Order, the Seller shall not refuse delivery of Products. Any document, information, quotations, offers, or written confirmations received by the Buyer from any representative of the Seller shall be deemed to have been sent by an authorized representative of the Seller.

**3. PRICE AND PAYMENT TERMS:** The price of the Products shall be the price stated in the offers or quotations ("Quotation") made by the Seller, provided that such price has been accepted by the Buyer. Upon acceptance of the Quotation by the Buyer, the Seller shall not increase the price of the Products without prior written consent of the Buyer. The invoice raised by the Seller shall be in the name of Buyer entity that placed the Purchase Order on the Seller, unless stated otherwise by Buyer in writing, and shall state the net amount payable by the Buyer and give an itemized description of the total amount payable. The Buyer shall not be charged any amount which was not stated in the Quotation provided by the Seller and which has not been agreed in advance by the Buyer. The Seller shall pay all taxes, duties, or levies payable in relation to the Products purchased by the Buyer. Unless agreed otherwise, Buyer shall pay the price of the Products at the expiry of not less than sixty (60) days from the receipt of the invoice from the Seller, provided that the Products are received in (i) a good condition; (ii) in accordance with the required specifications, instructions, drawings, data, warranties (express or implied) and/or other agreed requirements of the Buyer; (iii) in the quantity; (iv) on the date and time; (v) at the point of delivery as mentioned in the Purchase Order (collectively referred to as "Requirements"); and (vi) are accepted by the Buyer upon inspection. Where any advance payment is made by the Buyer, the Seller shall be bound to refund such amount within thirty (30) days of receipt of Products by the Buyer if the Products do not conform to the Requirements. If any part of the invoice is disputed by the Buyer, the Buyer shall have the right to deduct, set-off or withhold payment of the invoice amount, in part or in whole. The Seller shall have no right to delay or cancel any deliveries by reason of any deduction, set-off or withholding made by the Buyer and under no circumstances shall any delay in payment of the Products shall entitle the Seller to claim any lien or security interest in any Product to secure payment of the purchase price.

**4. DELIVERY & INSPECTION:** Time is of essence in every order placed by the Buyer. Subject to any duly executed Formal Agreement or otherwise agreed by the Buyer in writing, the delivery of the Products shall take place and the risk in the product shall pass in accordance with DDP Incoterms 2020, with the designated place of delivery being as stated in the Purchase Order. All orders must be delivered during the Buyer's business hours, unless otherwise agreed in writing by the Buyer.
The Products rendered by the Seller are subject to inspection and approval of the Buyer. In the event that the Seller fails to deliver the Products in accordance with the Requirements the Buyer may, at its discretion, without prejudice to other remedies (i) reject the delivery of the Products and require the Seller to re-supply conforming Products; (iii) require the Seller to rectify the Products so that they are in conformity with the Requirements; or (iii) procure similar products from an alternate source. All losses, costs, damages, attorney's fees, and expenses in relation to or arising out of the Seller's default, including but not limited to costs relating to re-supply, rectification, disposal, manpower, and shipment, shall be borne by the Seller. These rights of the Buyer shall apply for the entire shelf life of the Products, and notwithstanding any inspection by the Buyer at the time of delivery. It is clarified that payment for the Products that do not conform to the Requirements, placing or accepting future orders shall not constitute acceptance of the Products or waiver of the Buyer's rights to refuse and/or reject the Products at any time.
Where applicable, if the Buyer is unable to obtain clearance for the Products from the relevant authorities due to any discrepancy or deficiency in the documents required to be provided by the Seller for their import, the Seller shall be bound to arrange for disposal or return of the Products at its own cost. Any advance paid by the Buyer shall be promptly returned by the Seller. Where requested, the Seller shall be liable to render prompt assistance to the Buyer in providing all documents as may be requested by the authorities (and in the language requested) for clearance of the Products, and the Seller shall be liable for all demurrage, detention or port charges, or any other costs and expenses incurred as a result of detention or delay in clearance of the Products.

**5. TITLE:** Title in the Products shall pass to the Buyer when the Products are finally accepted by the Buyer after inspection, or upon payment of the price for the Products, whichever is earlier.

**6. WARRANTY AND LIABILITY:** The Seller warrants that (i) the Products delivered hereunder are of good quality, free of material and legal defects and are fit for the purpose for which they are purchased; (ii) the Products conform to the specifications, drawings, samples or other descriptions furnished by Buyer; (iii) the Products comply with all standards, codes and applicable laws in force; (iv) the Seller shall convey good and marketable title to the Products; (v) the warnings provided by the Seller are sufficient and accurate to inform those who come in contact with the product, of the safety requirements and the hazards associated with the Product; (vi) all information provided by the Seller in relation to the Products is true and accurate in all material respects; and (vii) the services shall be performed in a skilled, workmanlike manner, and in accordance with good industry practices. The Seller's inclusion of express warranties and representations are not deemed to exclude any warranties that may be implied or expressly set forth in law or fact. This warranty shall survive any inspection, delivery or acceptance of the Products, or payment for the same by Buyer.

**7. INTELLECTUAL PROPERTY:** The Seller warrants that the transaction contemplated by this GTCoP does not violate the intellectual property rights of any third party. The Seller shall, at its own expense, either (i) procure the Buyer's right to continue using the Products; (ii) modify or replace the infringing part of the Products so as to avoid the alleged infringement, provided that the Products continue to conform to the specifications supplied by the Buyer; and/or (iii) prepare, execute, and submit, without assistance of the Buyer, all documents necessary to achieve the aforementioned objective.
The Buyer shall have title to all drawings, specifications and other documents supplied or prepared by the Buyer in connection with the furnishing of Products hereunder. The Seller shall hold all such information supplied by the Buyer in confidence and shall use the same only to the extent necessary for execution of the Purchase Orders placed by the Buyer. The Seller shall take all necessary measures to protect the intellectual property rights of the Buyer from being infringed by any person under its authority, direction, or control, or by any third party to whom information containing the intellectual property rights of the Buyer is disclosed. The Seller shall promptly return all such specifications, drawings and data, and any copies thereof, in whichever form maintained, to the Buyer after the supply of the Products.

**8. HEALTH RISK AND SAFETY:** The Seller warrants that the Seller and the Products sold hereunder will comply with all applicable laws, licenses, permits, and regulations (including, but not limited to, safety and health laws, environmental laws, and laws requiring disclosure of hazardous materials) relating to the manufacture, sale, distribution, delivery, import, export, advertising, marketing, and/or transportation (including labeling and packaging requirements) of the Products. The Seller shall (i) obtain and maintain all required environmental permits and registrations, (ii) conform to applicable labelling and warning requirements, and (iii) identify, manage, store, transport and handle hazardous substances in accordance with law. The Seller shall provide the Buyer with all information required to reasonably assist the Buyer and all persons engaged by the Buyer, in safe handling, storage, transportation, use and reporting requirements of the Products. The Seller acknowledges and agree to comply with, where applicable, the current EU regulations establishing supply chain due diligence obligations apply. The Seller shall develop, implement, and maintain methods and processes appropriate to the Products to minimize the risk of introducing counterfeit parts and materials into the Products. The Seller shall notify the Buyer in writing, immediately upon becoming aware thereof, (i) of any significant changes in the environmental risks in its business area, and (ii) if the Seller has any reason to believe that there is any defect in the Products supplied that would render the Products unsafe to any person that may come in contact with the Products or to any risk of death, injury, or damage to property, failing which the Seller shall be liable to pay liquidated damages amounting to five (5) times the value of the defective Products as a genuine pre-estimate of Buyer's losses and damages. Further, the Seller shall, at its own cost and expense, recall the defective Products already sold by the Buyer, collect, and dispose of such Products, cooperate with the Buyer in taking all remedial measures to eradicate the impact of any defect, and if not practical, to minimize the impact of any defect to the maximum possible extent, and comply with any other reasonable directions of the Buyer in relation to such defective Products. The Seller shall promptly notify the Buyer in writing of any withdrawal, discontinuance or change in the specifications, raw materials and/or processes, delivery, brand name, packaging, proprietary mark, site of manufacture or other distinctive characteristic of any Product, and the Product so changed shall remain subject to this GTCoP, unless the Buyer refuses to accept the Products with the changes.

**9. INDEMNITY:** The Seller shall indemnify and hold harmless the Buyer, its affiliates, and their officers, directors, employees and agents from any and all claims, losses, costs, damages, attorneys' fees, and expenses incurred by the Buyer arising out of (i) modification or cancellation or incomplete performance of any Purchase Order that has been accepted by the Seller; (ii) delivery of Products that do not conform to the instructions or Requirements given by the Buyer; (iii) breach of the warranties given by the Seller, whether express or implied; (iv) actual or alleged infringement of any intellectual property rights, including but not limited to patent, copyright, trademark, license or similar rights of a third party; (v) Products provided by the Seller which are not in compliance with the health, safety and environmental requirements, and which renders the Products defective or unsafe; (vi) provision of inaccurate or incomplete information by the Seller relating to the Products; and/or (vii) any delay in the delivery 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 unforeseeable causes beyond the reasonable control of that party, meaning thereby, interruption, unavailability or inadequacy of performance of the agreement for any reason, including pandemics, epidemics, 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, or any other causes of the same class or kind as

those specifically named. For the avoidance of doubt, mere increase in the cost of performance of this GTCoP by the Seller pertaining to Force Majeure shall not entitle the Seller to claim protection under this clause. The Seller shall notify the Buyer in writing within seven (7) business days from the date on which the Seller becomes aware of the Force Majeure event. Such notice must include sufficient details of the Force Majeure event and an explanation on why such event is beyond the control of the Seller, failing which, the Seller shall not be entitled to rely on such alleged Force Majeure event.

**11. TERMINATION:** The Buyer has the right to terminate these GTCoP in whole or in part at any time (whether before or after acceptance of the Purchase Order) and for any reason, by written notice to the Seller, without incurring any liability. In the event of termination, the Seller may claim only out-of-pocket expenses. Notwithstanding the foregoing, if the Buyer terminates these GTCoP for any breach of the GTCoP committed by the Seller, the Buyer shall not be liable to make any payments to the Seller. Any payments to be made to the Seller upon termination shall be subject to the Buyer's rights of deductions and set-off for damages incurred to the Buyer arising out of or in relation to the breach of the GTCoP by the Seller. The remedy of termination without prejudice to any other rights available to the Buyer under contract or law. Upon termination, the Buyer may, at its option, either continue to sell the remaining inventory till its exhaustion or require the Seller to repurchase the remaining inventory at landed price of the Products, and EXW Incoterm.

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

**13. RETURN OF CONTAINERS:** Unless otherwise agreed between the parties, the Buyer shall not be responsible to return the packaging materials to the Seller and all packaging materials shall be disposed of by the Seller at its own cost. In case the delivery is made in returnable containers/drums, the Seller shall, at its own expense and risk, arrange for the storage and return of the aforesaid containers/drums. The Buyer, shall at no time, bear any risk or cost in relation to any returnable containers /drums.

**14. DISPUTES & JURISDICTION:** If a difference or dispute (together, **"Dispute"**) between the parties arises in connection with the subject matter of this GTCoP, 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 the Notice of Dispute and provided that it is received by all parties, 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 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 Buyer entity in whose name the invoice is raised in accordance with clause 3 of these GTCoP (**"Relevant Buyer Country"**). Any dispute or claim arising out of or in connection with these GTCoP shall be governed by the laws of the Relevant Buyer Country, without regard to its conflict of laws rules or principles. The Vienna Convention on the International Sale of Goods is hereby specifically excluded.

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

**16. WAIVER:** The Buyer's waiver of any breach, or failure to enforce any of the terms and conditions of this GTCoP, at any time, shall not in any way affect, limit or waive the Buyer's right thereafter to enforce and compel strict compliance with every term and condition hereof.

**17. MISCELLANEOUS:** (i) The headings in these GTCoP are for convenience only and shall not affect their interpretation. (ii) The English version of the GTCoP shall prevail in the event of conflict with the Buyer's GTCoP in other language. (iii) The Buyer shall be entitled to modify these GTCoP from time to time and the latest version prevailing at the time of receipt of these GTCoP by the Seller shall be binding. (iv) The Seller shall keep all information deemed confidential (whether or not marked as such) by the Buyer, and supplied to it by the Buyer (including, in particular, information regarding pricing, financial information, market information, customer data, manufacturing and technical information or know-how) confidential. (v) All references to the Seller, where the context permits, shall include its affiliates, employees, agents, officers, and sub-contractors. (vi) The Buyer shall have the right, at any time, to cancel any order placed by the Buyer under these GTCoP in the event of any breaches of these GTCoP by the Seller. (vii) All notices required to be given under this GTCoP 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. (viii) The Buyer shall be free to repack, rebrand, relabel, and resell the Products under its own name and on its own account to the maximum extent permissible under the law.

**18. ANTI-BRIBERY AND CORRUPTION:** Each party undertakes to refrain from (i) offering, promising or giving intentionally, and (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 its domestic and/ or international business. The Seller 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 (**"Anti-Corruption Laws"**). Without limiting the foregoing, the Buyer represents and warrants that, in connection with these GTCoP 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 Seller 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 the goods or services, and will instruct and require its contractors, agents, and business partners to do the same. The Seller warrants that neither the Seller nor any person that controls or owns the Seller is a Restricted Person and that to the best of its knowledge, no part of the Products is manufactured or sourced by the Seller (either in itself or in combination with other Products) with the involvement of a Restricted Person, or in/from any territory, person, or entity subject to Sanctions. **"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 Seller and/or Buyer 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 Seller shall comply with all applicable laws, statutes, regulations, codes, standards and guidelines relating to prevention of violation of human rights, child and forced 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. The Seller shall cooperate with the Buyer in compliance with its corporate due diligence obligations in the prevention of human rights violations in supply chains, including but not limited to the German Supply Chain Due Diligence Act (SCDDA) and all related regulations.

**21. DATA PRIVACY AND PROTECTION:** The Seller 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 GTCoP 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 Seller shall not transfer any Personal Data to any recipient without the Buyer's prior written consent. The Seller shall promptly notify the Buyer 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 Buyer shall be entitled to terminate all transactions and business relationship with the Seller. As used in this clause, "Personal Data" and "Process/Processing" have the meanings set out in the GDPR. The Seller shall comply with all directions and/or requirements of the Buyer pertaining to any mandatory breach of Personal Data notification requirements under any applicable law.

**22. COMPLIANCE WITH LAWS:** The Seller shall always conduct its business in all respects in accordance with all applicable laws and regulations of the Relevant Buyer Country and any other jurisdictions in which the Buyer conducts business, or which is applicable to the Buyer and/ or its business. Further, the Seller must obtain all licenses, permissions, consents, and other approvals required to perform its obligations under these GTCoP. The Buyer is entitled, upon written notice, to conduct audits on the Seller and the Seller's premises, where applicable, to ensure compliance with all applicable laws and regulations, and the Seller shall cooperate with the Buyer and its auditors and/or any other enforcing authorities by providing all data, documents, and other relevant information that the Buyer and its auditors may reasonably request for the purposes of the audit. The Buyer has the right to suspend and/or terminate all transactions with the Seller in the event of breach of any laws or regulations. The Seller undertakes to indemnify the Buyer against all claims, losses (including direct and indirect losses), costs, damages, attorneys' fees, and expenses incurred by the Buyer arising out of or in connection with any breach of the laws, whether explicitly stated in this GTCoP or not.

***

**Brenntag Australia Pty Ltd**
Level 5, 10 Nexus Court,
Mulgrave, Victoria 3170, Australia
T: +61 3 9559 8333 | Customer Service: 1800 733 554
F: +61 3 9532 0802 | W: www.brenntag-asia.com
ABN 84 117 996 595