

General Terms & Conditions of Sale
Nexeo Solutions Germany GmbH

Article 1 - General Terms and Conditions

1. The general terms and conditions of sale set out herein ("General Terms and Conditions of Sale") shall apply (i) in respect of all quotations, estimates and order confirmations issued by Nexeo Solutions Germany GmbH ("Supplier"), and also (ii) in respect of all contracts as specified below between the Supplier and (potential) Purchaser ("Purchaser" or "Orderer"). The Supplier shall only accept orders for goods and/or services, where such orders are based on these General Terms and Conditions of Sale.

2. "Order confirmation" shall mean the confirmation by the Supplier to sell/supply the goods and/or services described therein to the Purchaser. "Order" shall mean the written or verbal order by the Purchaser in respect of the purchase of goods and/or services from the Supplier.

3. A contract ("Contract") shall only come into existence if 1) the Supplier has accepted the related Order and issued an Order Confirmation or 2) the Supplier has not issued an Order Confirmation, but the Supplier has begun providing the products and/or services, and the Purchaser has not contested this immediately. Until such time as specified herein, a contract shall not be binding on the Supplier.

4. Unless stated otherwise, quotations and estimates shall be seen as non binding (so-called invitation ad offerendum) and may be withdrawn at any time without notice by the Supplier, provided that no Contract has yet been entered into between the Supplier and the Purchaser.

5. Cancellations of orders or goods and/or services returned for a credit note will not be accepted. Orders shall be deemed to be binding on the Purchaser and open for acceptance by the Supplier for the periods stated therein or, if no period of validity is stated, for a period of 30 days after they are issued by the Purchaser.

6. If a Contract or any other obligation is entered into with the Supplier, it will be assumed that the Purchaser has accepted the General Terms and Conditions of Sale as an integral part of the Contract or other obligation. Unless stated otherwise by the Supplier, the General Terms and Conditions of Sale shall take precedence over all conflicting or additional terms and conditions claimed/referred to by the Purchaser. No variations or waivers relating to the Order Confirmation, Contract or General Conditions shall be valid unless agreed to by Supplier.

Article 2 - Prices

1. All the Supplier's prices quoted, estimated, published or announced by the Supplier are non binding and subject to changes, which can be made at any time and without notice, and in particular can be changed to take account of increased costs incurred by the Supplier as a result of import and other duty, taxes or levies imposed or charged by government or other bodies.

2. Unless expressly described otherwise in the Contract, all prices stated shall be understood to be excluding tax, packaging and carriage and are based on delivery as described in Article 5 below.

3. All purchases shall be invoiced with duty, tax, levies, charges and other applicable costs, together with any costs incurred in the case of exports for the completion of customs formalities.

Article 3 - Payment Terms

1. All payments shall be made without any deductions and in the currency shown on the invoice, unless specified otherwise in the Order Confirmation. The sale price for the goods and/or services must reach the supplier by no later than the due date of the invoice. Supplier reserves the right to require full or partial payment in respect of any products or services in advance of delivery of the products or performance of the services and/or to otherwise obtain security for payment.

2. Purchaser shall not be entitled to suspend its payment obligations, except as otherwise set forth herein.

3. The Orderer shall only have a right to offset or withhold if its counterclaims have been ascertained by a court, are not disputed or have been recognized by the Supplier.

4. In the event of delayed payment by the Orderer, the Supplier shall be entitled to demand default interest of 9% points above the basic rate of interest applicable on the date of conclusion of the Contract. This shall not affect the Supplier's right to further claim for damage caused by the delay. Supplier may also withhold or delay the supply of products and services to Purchaser until any overdue payments have been paid by Purchaser.

Article 4 - Reservation of Title

1. The goods supplied shall remain the property of the Supplier until such time as all current and future claims by the Supplier against the Orderer have been met, insofar as such claims are connected to the goods supplied.

2. The Orderer shall be entitled to sell on the goods belonging to the Supplier (provisional goods) in the ordinary course of business. However, the Orderer here and now assigns all rights to claim arising out of the said selling on to the Supplier, irrespective of whether the provisional goods were sold on before or after being processed or whether or not they are associated with real or moveable property. If, after processing or in conjunction with other goods not belonging to the Supplier, the provisional goods are sold on or associated with real or moveable property, then the Orderer's claim against its customer shall be deemed to have been assigned to the Supplier up to the delivery price of the provisional goods agreed between the Supplier and the Orderer. The Orderer shall remain entitled to exercise this right to claim even after assignment has taken place. This shall not affect the Supplier's right to exercise the claim itself. However, the Supplier undertakes not to exercise the claim as long as the Orderer complies properly with its payment obligations. If the Orderer exercises its right to claim, the Supplier shall be entitled to the proceeds obtained up to the amount of the delivery price of the provisional goods agreed between the Supplier and the Orderer. On request of the Supplier, the Purchaser will provide all necessary information and hand over all necessary documentation to the Supplier in order to enable the Supplier to exercise the claim.

3. If the goods are irrevocably mixed with other property not belonging to the Supplier, then the Supplier shall acquire joint ownership of the new item in that proportion which the value of the item sold (final invoice amount, including VAT) bears to the other mixed property at the time of mixing. If mixing occurs in such a way that the Orderer's item can be viewed as the main item, it is understood and agreed that the Orderer shall transfer part ownership to the Supplier. The Orderer shall safeguard the sole or joint ownership thus acquired on behalf of the Supplier. The processing or conversion of the goods supplied by the Orderer shall always be carried out on behalf of the Supplier. If the item sold is processed with other property not belonging to the Supplier, then the Supplier shall acquire joint ownership of the new item in that proportion which the value of the item sold (final invoice amount, including VAT) bears to the other processed property at the time of processing. The same shall apply in respect of the product produced as a result of processing, as in respect of the item sold with reservation of title.

4. The Supplier undertakes, upon request from the Orderer, to release the available security where the realizable value of the security exceeds the claims to be secured by more than 10 %.

Article 5 - Delivery

1. Products and/or services shall be delivered Ex Works, Supplier's facility (Incoterms 2010) or any subsequent versions thereof published by the International Chamber of Commerce, except to the extent any specific delivery conditions have been agreed by the parties. In the event of a conflict between the Incoterms and a provision of the Contract, the latter shall prevail.

2. The Supplier shall make reasonable every effort to deliver the goods and/or services on the dates specified in the order confirmation; however the Supplier shall not be liable if delivery is not made on time, whatever the reason. The Supplier shall be entitled to make partial deliveries.

3. The Supplier's weights and measurements shall apply, unless there is proof that these are not correct.

4. The Purchaser shall check goods and/or services for quality and quantity immediately upon delivery by the Supplier. Any complaints about apparent defects of the products and/or services, or a shortage thereof, shall be notified to Supplier within five (5) working days after the delivery date, hidden defects of the products and/or services within five (5) working days after their discovery. If no such notification is

received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.

Article 6 - Transfer of Risk

When the goods are handed over to the forwarding agent, carrier or other transporters, the risk of loss or damage shall pass from the Supplier to the Purchaser. This shall also apply in the case of delivery free to the Purchaser's door. Purchaser assumes all risks and liabilities and agrees to comply with all applicable laws and regulations arising out of its use, storage, handling and resale of the goods. Purchaser warrants that it has independently determined the suitability of the goods and/or services for Purchaser's use.

Article 7 - Packaging

Where an Order Confirmation states that the packaging of products is/remains the property of the Supplier and is to be returned to the Supplier, the Purchaser shall deliver the said packaging, clean and empty, and at its own risk and expense to the place specified by the Supplier and shall notify the Supplier of the date of sending. All packaging which is not returned properly and in good condition within ten (10) days after the Purchaser has emptied the product from the packaging or within any other return period agreed by the parties shall be replaced by the Purchaser at the Supplier's standard replacement cost.

Article 8 - Health Risks and Safety

1. The Purchaser is aware that the goods to be supplied under the Contracts may pose a risk to health and/or the environment.

2. The Purchaser shall obtain extensive information about the nature of the health and environmental risks and about the proper and safe way to handle the goods and shall be responsible for keeping itself and all persons handling the said goods after delivery by the Supplier, fully informed about them. The Supplier will provide the Purchaser with all relevant information on the supplied goods and/or services as required by the applicable statutory provisions.

Article 9 - Warranty

1. The Supplier warrants that the goods and/or services supplied comply with the technical specifications of the manufacturer or as otherwise set out in the Order Confirmation at the time of delivery. No other warranties, express or implied, are given by the Supplier with regard to goods or services. Warranties which might apply under a law or regulation, including warranties of marketability or suitability for a specific use or purpose, are excluded.

2. Claims for defects by the Orderer shall be subject to the Orderer complying properly with its obligations to inspect and report defects as set forth in Article 5.4 and in accordance with § 377 para. 4, 5 HGB.

3. Where complaints in respect of defects are justified, subsequent performance shall, at the Supplier's option, take the form of the provision of a non-defective item or the remedy of the defective good, if possible. If the subsequent performance is not successful, the Orderer shall be entitled to reduce the price or, at its option, to withdraw from the Contract.

4. Claims for defects shall become time-barred 12 months after the risk is transferred, except damages mentioned in Art. 10.1 and 10.3. This provision shall not apply where the law specifies longer periods pursuant to § 478 and § 479 BGB.

Article 10 - Exclusion of and Restrictions on Claims for Damages

1. Supplier may be liable in accordance with the statutory provisions where the Purchaser makes claims for damages which are based on willful or gross negligence, including the willful or gross negligence of his agents or subcontractors.

2. Supplier may be liable in accordance with the statutory provisions where Supplier or his agents or subcontractors negligently breaches a significant contractual duty; in this case, liability for damages shall be limited to the foreseeable damage which might typically occur.

3. This may not affect Supplier's liability for negligent harm to life, limb or health; this shall also apply in respect of presumed liability under product liability legislation.

4. Supplier shall not be liable unless stated otherwise above.

Article 11 - Force majeure, reservation of self-supply

Neither party shall be liable for delays or non-performance of a term or condition in the Order Confirmation, Contracts or other obligations, except for obligations to pay money when due and owing, where the said delay or non-performance is caused by or the result of an occurrence which is beyond the party's control. This shall include, but not be confined to, the following: (i) strikes, industrial unrest, (ii) reasonably unforeseeable non-availability or shortage of raw materials or process materials, (iii) reasonably unforeseeable transport problems, (iv) in cases where the Supplier is not the manufacturer of the product being sold to the Purchaser, where the product is not being supplied by its usual supplier for whatever reasons, and where there is a change in the product attributable to the manufacturer, which could not have been reasonably foreseen by the Supplier at the time of the quotation, estimate or order confirmation.

Article 12 - Confidentiality

Technical, commercial, industrial and other information and details relating to the Supplier's business, including but not limited to the Supplier's formulae, product specifications, outputs, plans, programs, procedures, products, costs, operational procedures and clients, of which the Purchaser, the Purchaser's associated companies, managers or staff become aware during the performance of the contract, shall be treated as the confidential property of the Supplier and shall only be used by the Purchaser in support of the Contract and shall except for the Purchaser being legally bound to do so not be disclosed to third parties, which shall also include government and other authorities, either during or after the period of the Contract, without obtaining the prior consent of the Supplier in every case. All written information provided to the Purchaser by the Supplier and other accessible media shall be returned to the Supplier either upon first being requested to do so by the Supplier or at the end of the Contract.

Article 13 - Applicable Law / Disputes

1. All contracts and documents to which these General Terms and Conditions of Sale apply, shall be subject exclusively to German law, without regard to its conflicts of laws provisions.

2. The place of jurisdiction for all disputes between the parties to the contract shall be submitted to the competent courts of Germany at the place where the Supplier has its registered office.

3. It is expressly stipulated that the United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) shall not apply.

Article 14 - Miscellaneous

1. Any Contracts will be binding upon and inure to the benefit of the respective successors. The Supplier may assign any Contract, if the execution of the Supplier's obligations under the assigned Contract is ensured by the receiving party in the same way and manner. Purchaser may not assign in whole or in part any Contract without Supplier's consent.

2. Either party's waiver of any breach or failure to enforce any of the terms and conditions of any Contract at any time shall not be in any manner a limit or waiver of such party's right thereafter to enforce or compel strict compliance with any Contract. Waiver of any default at any given time shall not act to waive the same or any other default.

3. If any section, subsection, sentence or clause of the General Terms and Conditions of Sale shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of any Contract as a whole or of any section, subsection, sentence or clause hereof not so adjudged.

4. The General Terms and Conditions of Sale contain all of the representations and agreements between the parties and are intended to be the final expression of their agreement, notwithstanding any representation, course of conduct, or performance or statement to the contrary made by either party. Without prejudice to the validity, the parties will make sincere efforts to lay down any amendment or modification to these General Terms and Conditions of Sale in good time in writing.