

General Terms and Conditions of Sale Diversey Romania S.R.L

1. Scope

1.1. These general terms and conditions for the sale of goods (the “Terms”) shall apply to any sale by Diversey (together with any of its affiliated entities, subsidiaries or holding companies, referred to as “Diversey”) of any Diversey products (the “Products”) to the person or entity placing an order with Diversey which is accepted by Diversey under these Terms (the “Buyer”). The Buyer and Diversey are collectively referred to as the “Parties” and each individually as a “Party”. All sales through the website are for professional or commercial use and not for personal use.

1.2. Diversey shall only be bound and an agreement for the sale of Products between Diversey and the Buyer on these Terms shall only be concluded once Diversey accepts, in writing, any purchase order(s) placed by the Buyer for any Products (the “Confirmation”).

1.3. Notwithstanding any language to the contrary in the Buyer’s standard terms and conditions of purchase, in any purchase order, any correspondence or any other form of acknowledgment, the Buyer shall be bound by these Terms and any other terms and conditions are hereby expressly rejected and excluded.

1.4. No variation of these Terms shall be valid or binding unless agreed by an authorised representative of Diversey in writing. No previous dealings, trade practice or any course of performance shall affect the meaning of these Terms even though the accepting or acquiescing party had the opportunity to object or knowledge of the nature of the performance.

1.5. The scope of the sale (the quantity, part number(s), price(s) and description of the Products) shall be as set out in the Confirmation.

2. Price, Terms of Payment and Set –Off

2.1. The price of the Products shall be the price set out in the Confirmation or, where no price has been set out, the price listed in Diversey’s published price list current at the date of the Confirmation.

2.2. Unless otherwise agreed by Diversey in writing, all prices shall include the costs of delivery in accordance with the provisions of clause 4.1.

2.3. The price is exclusive of Value Added Tax or any other applicable tax which the Buyer shall pay in addition when it is due to pay for the Products.

2.4. Diversey shall issue an invoice for the Products upon shipment. The price shall be paid by the Buyer free from any deductions or set-off to Diversey’s bank account within thirty (30) days of the date of invoice unless otherwise specified or referred to in any Confirmation. Time for payment shall be of the essence. If the due date for payment calculated in terms of this clause 2.4 falls on a Saturday, Sunday or a national public holiday in the local area where Diversey has its registered office, payment shall be due on the last business day immediately preceding the relevant Saturday, Sunday or public holiday. Payment shall not be deemed to have been made until Diversey has received all sums due to it in full in cleared funds.

2.5. If the Buyer fails to make any payments as and when they fall due under these Terms, Diversey may, without prejudice to its other rights (i) suspend performance of its obligations under these Terms until such payments have been made; and (ii) charge interest on such overdue amounts at a

rate of 8 (eight) % above the National Bank of Romania reference rate per annum from the due date to the date of payment in full.

2.6. Diversey shall be entitled in its sole discretion to set off any payments due from Diversey to the Buyer from time to time from any receivables due from the Buyer to Diversey. The Buyer shall not be entitled to set off any payments due to Diversey from the Buyer without the prior written agreement of Diversey.

2.7. Confirmation of all orders is subject to the Buyer meeting Diversey's credit requirements. Terms of Payment are subject to change for failure to meet such requirements. Diversey reserves the right at any time to demand full or partial payment before proceeding with a sale if in the judgment of Diversey, the financial condition of the Buyer does not justify the terms of payment specified.

3. Minimum Orders

There is a minimum charge per order of €XXX. For orders of Products with a value lower than the minimum, a handling charge will apply unless noted differently by Diversey on the Confirmation.

4. Delivery

4.1. Unless otherwise agreed in writing by Diversey, delivery shall be made to the Buyer's location, for road freight and parcel deliveries.

4.2. Any dates quoted for delivery of the Products are approximate only and may not be made of the essence by notice. Diversey shall not be liable for any delay in delivery of the Products howsoever caused. If no delivery dates are specified, delivery will be within a reasonable time.

4.3. If Diversey is satisfied that the Products have been short delivered, Diversey shall at its option:

4.3.1. make up any short delivery by dispatching to the Buyer such Products as Diversey is satisfied were not delivered; or

4.3.2. allow the Buyer credit in respect thereof.

4.4. Diversey's liability shall be limited to making up the delivery or allowing credit as above.

4.5. Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and defective delivery by Diversey of any one or more of the instalments in accordance with these Terms shall not entitle the Buyer to treat these Terms as a whole as repudiated.

4.6. If the Buyer fails to take delivery of the Products or fails to give Diversey adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of Diversey's fault) then, without prejudice to any other right or remedy available to Diversey, Diversey may:

4.6.1. require payment on any reasonable basis, including but not limited to the selling price, and any additional expenses, or costs resulting from such a delay;

4.6.2. store the Products until actual delivery at the sole cost and risk of the Buyer and charge the Buyer for the reasonable costs (including handling and insurance) of storage; or

4.6.3. sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under these Terms or charge the Buyer for any shortfall below the price under these Terms; and

4.6.4. payment of any amounts contemplated in clauses 4.6.1, 4.6.2 or 4.6.3 shall be due by the Buyer within thirty (30) days from the date of Diversey's invoice.

4.7. If Diversey holds any of the Products contemplated in clause 4.6 on the Buyer's behalf in excess of 3 (three) months from the time stated for delivery, Diversey shall be entitled to terminate the agreement in respect of such Products. In the event that any part of the price for such Products was paid by the Buyer prior to such termination, Diversey shall repay such amounts after deducting all costs incurred by Diversey in respect of such Products prior to termination.

4.8. Buyer shall provide any information and documents required for export, transport and import purposes.

5. Title and Risk

5.1. Title to all Products shall be retained by Diversey until all amounts due to Diversey in respect of such Products, including any charges or interest, are paid in full.

5.2. Until ownership of the Products has passed to the Buyer, the Buyer must take all reasonable measures to keep the Products in a satisfactory condition to the reasonable satisfaction of Diversey.

5.3. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain Diversey's property, but if the Buyer does so all monies owing by the Buyer to Diversey shall, without prejudice to any of Diversey's other rights or remedies, become due and payable immediately.

5.4. To the extent that any provision of security by Buyer to Diversey is invalid according to the laws where the Products that are retained by Diversey are located, any other security which is recognised by the local law and which gives Diversey an equivalent safeguard, shall be deemed to have been agreed upon between the Buyer and Diversey. The Buyer shall be bound to perform all acts and take all steps necessary for the creation and upholding of security rights for the benefit of Diversey.

5.5. Risk of any loss or damage to the Products shall pass from Diversey to the Buyer upon the delivery of the Products.

6. Returning Products

Authorisation and shipping instructions for the return of any Products must be obtained from Diversey in writing before any Products may be returned to Diversey by the Buyer.

7. Intellectual Property Rights

7.1. Each Party shall remain the owner of its Background IP and nothing contained in these Terms shall imply any transfer of title of Background IP. Diversey shall be the sole owner of all Foreground IP and shall have full title to such rights.

7.2. The Buyer shall not do or authorise any third person to do any act which would or might damage or be inconsistent with the trademarks (which term for purposes of these Terms shall include but not be limited to trademarks, trade names, service marks, logo marks, trade dress other trade names, whether registered or unregistered) used by Diversey in relation to the Products or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Products. The Buyer shall not use or authorise any third person to use the trademarks used by Diversey in relation to the Products on any stationery, advertising, promotion or selling material other than the Products or other such materials supplied by Diversey to the Buyer. All advertising, promotion and selling

materials supplied by Diversey to the Buyer shall remain the property of Diversey and the Buyer shall not permit any other person to make use thereof. The use in any form of the name "DIVERSEY" or Diversey's logo in the official name, company name, trading or business name, domain name or other similar name of the Buyer requires the prior written approval of Diversey.

7.3. The Buyer agrees to inform Diversey promptly about any infringement of any of Diversey's trademarks or other Intellectual Property Rights or of any act of unfair competition of which the Buyer has knowledge. Diversey and the Buyer shall then jointly decide on appropriate action. The Buyer agrees to assist in every way possible in legal actions taken by Diversey or its affiliated entities in this regard.

7.4. If any claim is made against the Buyer that the Products infringe or that their use or resale infringes the rights of any third party, Diversey may (at its option) either secure the Buyer's right to continue to use the Products or replace or modify the Products to make them non-infringing, or if neither of these alternatives is reasonably available to Diversey, refund the purchase price.

7.5. In these Terms:

7.5.1. "Background IP" means any intellectual property and Intellectual Property Rights existing before the date of the Confirmation, and any Intellectual Property Rights generated after the date of Confirmation but outside the scope of these Terms;

7.5.2. "Foreground IP" means all intellectual property and Intellectual Property Rights generated under these Terms; and

7.5.3. "Intellectual Property Rights" means any intellectual and industrial property rights including, but not limited to, copyright, moral rights and neighbouring rights, all rights in relation to: inventions (including patent rights and utility models), trademarks, confidential information (including trade secrets and know how), drawings, prototypes, algorithms, software, mask works and semiconductor topographies and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field, afforded by law anywhere in the world whether registered or unregistered or capable of registration and all applications therefore.

8. Termination, Cancellation and Changes

8.1. Without prejudice to any other rights of termination provided herein, the agreement between the Parties under these Terms may be terminated immediately at any time effective upon written notice under the following conditions:

8.1.1. by either Party if the other Party commits a material breach of these Terms, or a material breach of any amendments agreed by the Parties by means of a purchase order and Confirmation, and such breach is not cured within thirty (30) business days of written notice of such breach, if such breach is not reasonably subject to cure within thirty (30) business days, the Party in breach has not commenced a continuous good faith effort to cure the default;

8.1.2. by either Party if the other Party commits any act of bankruptcy or has a receiver, administrative receiver or manager, administrator appointed or compounds with its creditors or takes or suffers any similar action in consequence of debt or if being a company it enters into liquidation whether compulsorily or voluntarily, in which event any outstanding amounts under these Terms shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

8.2. The Parties may agree to make changes to an order after Confirmation in writing from time to time.

9. Warranty

9.1. Unless otherwise agreed in writing by the Parties, Diversey warrants to the Buyer that the Products shall be free from defects in design, material, and workmanship ("Defects"), under normal use, for a maximum period of twelve (12) months ("Warranty") from the date of invoice for such Products. Diversey shall, subject to the provisions of these Terms and for the duration of the Warranty, remedy any material Defect in the Products resulting from faulty design, material or workmanship which impairs the functioning of the relevant Products. There shall be no claims based on Defects in cases of insignificant deviations, of only minor impairment of usability or from non-reproducible software errors.

9.2. This limited Warranty shall not apply to any Products or component thereof which:

9.2.1. has been repaired or altered outside of Diversey's factory in any manner so as, in Diversey's sole judgment, to affect its serviceability;

9.2.2. has been subject to alteration, accident, misuse, abuse, neglect or abnormal wear;

9.2.3. has been installed, operated or used in a manner contrary to Diversey's instructions, or due to failure to follow Diversey's instructions for operation and maintenance; or

9.2.4. has been subjected to abnormal or unusual physical or electrical stress or environmental conditions misused or negligently handled or operated.

9.3. Diversey shall not be liable for damage due to third party acts, atmospheric discharges, excess voltage, chemical influences and for loss and damage in transit. The Warranty does not cover the replacement of parts subject to normal wear and tear. Diversey gives no warranty for the sale of used Products.

9.4. Diversey's sole obligation and Buyer's sole remedy under the Warranty shall be, at Diversey's option and discretion, to either repair or replace at no additional charge, the defective Products (or the defective part of the Products) thereof, which is proved to breach such Warranty.

9.5. Except for the express Warranty set forth above, Diversey makes no other representations or warranties, express or implied, statutory or otherwise, regarding the Products, their fitness for any particular purpose, their merchantability, their quality, their non-infringement, or otherwise.

9.6. The Buyer shall expressly not have any claim with regard to expenses incurred in the course of supplementary performance, including costs for travel, transport, labour, and material, to the extent that expenses are increased because the subject-matter of the Products has subsequently been brought to another location than the place of delivery.

9.7. All drawings, descriptive matter, specifications and advertising issued by Diversey and any descriptions or illustrations contained in Diversey's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They will not form part under these Terms in general or this Warranty specifically. Diversey may make any changes in the specifications, design or materials of the Products which are required to conform with any applicable safety or other statutory requirements, or where the Products are to be supplied to Diversey's specifications, which do not in Diversey's reasonable opinion materially affect the quality or performance of the Products.

9.8. The Buyer shall only have a claim for damage based on Defects within the limits set forth in these Terms.

10. Liability

10.1. The remedies of the Buyer under these Terms are exclusive and are its sole remedies for any failure of Diversey to comply with its obligation hereunder.

10.2. In no event, whether under contract, statutory law or tort, shall the aggregate liability of Diversey under these Terms exceed the price paid in respect to the Products to which such liability relates, to the extent permitted by mandatory law. This limit of liability is cumulative and not per-incident (i.e. the existence of two or more claims will not enlarge this limit). Furthermore, it applies cumulatively to all of Diversey's affiliated entities.

10.3. In no event, whether under contract, statutory law or tort, shall Diversey or its affiliated entities, officers, directors, employees, agents, be liable for indirect, incidental or consequential damages, including but not limited to loss of profit, loss of use, loss of production or penalty payments, to the extent permitted by mandatory law.

10.4. The limitations of liability contemplated in this clause 10 shall not apply in the following cases:

10.4.1. liability in accordance with Law 240/2004 on producer liability for damages caused by defect products;

10.4.2. intent;

10.4.3. gross negligence on the part of the owners, legal representatives or executives of Diversey arising from or relating to Diversey's performance under these Terms;

10.4.4. fraud; or

10.4.5. negligent injury to life, limb or health.

11. Transfer of Rights and Obligations; Indemnification

11.1. The Buyer is only entitled to transfer any rights to its customers resulting out of these Terms within the limits set forth herein. Any obligations exceeding these Terms remain at the sole responsibility of the Buyer. The Buyer shall provide the user (including its employees) of the Products with all Diversey supplied product notices, warnings, instructions, recommendations and similar materials.

11.2. The Buyer shall indemnify and hold Diversey harmless from and against all losses, claim damages or other costs of any nature or kind whatsoever (including attorneys' fees) arising from a breach of any provision of these Terms by the Buyer or the negligence, misconduct or actions of the Buyer, its officers, employees, agents or contractors. The same applies to any loss, cost or expenses incurred by Diversey for claims made by any customer of the Buyer to the extent that such loss, cost or expense is in excess of the liability limits set forth in these Terms including, without limitation, the provisions of the Warranty.

12. Export Regulations and Anti-Corruption

12.1. The performance of any obligations under these Terms is conditional upon that no hindrances attributable to applicable local, United Nations (UN) or United States of America (US) or otherwise

applicable national, European Union or international rules of foreign trade law or any sanctions or any embargoes exist.

12.2. The Buyer shall comply with all laws as set forth in clause 12.1. The Buyer shall not take any action which could place Diversey or any other associated company in jeopardy of breaching or violating any such laws, regulations, provisions and/or acts or any interpretations thereof.

12.3. The Buyer agrees to comply fully with all applicable anti-corruption laws and regulations, including (but not limited to) those in the jurisdiction in which the Buyer is registered, the

U.S. Foreign Corrupt Practices Act and the

U.K. Bribery Act. The Buyer agrees to comply with Diversey's Worldwide Anti-Corruption Policy and Worldwide Gift & Entertainment Policy, copies of which are available on request.

12.4. The Buyer shall observe at all times Diversey's Anti-Bribery, Ethics and related policies, copies of which are available upon request.

12.5. The Buyer agrees to indemnify, defend and hold Diversey harmless from any breach of the Buyer's obligations under this clause 12.

13. Data Protection

13.1. The Buyer consents to the processing of the Personal Data shared in the course of the transaction by Diversey and/or its affiliated entities in accordance with any applicable personal data processing legislation. Each Party agrees expressly that the other Party may communicate Personal Data to any service provider in and outside the European Union for accounting, financing and/or contract management purposes. If the personal data processing is more than the processing of email addresses and contact details relating to the order, the parties shall enter into an appropriate data processing agreement.

14. Force Majeure

14.1. If Diversey is prevented, hindered or delayed from or in performing any of its obligations under these Terms (other than a payment obligation) by a Force Majeure Event, Diversey's obligations under these Terms are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed.

14.2. "Force Majeure Event" means an event beyond the reasonable control of Diversey including, without limitation, strike, lock out, labour dispute, (but excluding strikes, lockouts and labour disputes involving employees of Diversey, supply difficulties and delays, any delays at borders and/or customs, breach of contract or disputes with the sub-contractors of Diversey, act of God, war, riot, civil commotion, malicious damage (but excluding malicious damage involving the employees of Diversey) compliance with a law or governmental order, rule, regulation or direction, embargoes and trade limitations, accident, breakdown of plant or machinery fire, flood, storm and difficulty or increased cost in obtaining workers, goods or transport.

14.3. Where a Force Majeure Event in the meaning of clause 14.2 substantially changes the economic importance of the contents of the Products or considerably affect the Buyer's business, the contract shall be adapted taking into account the principles of reasonableness and good faith. To the extent this is not justifiable for economic reasons; Diversey shall have the right to rescind the contract. If Diversey intends to exercise its right to rescind the contract, it shall notify the Buyer

thereof without undue delay after having realized the repercussions of the event; this shall also apply even where an extension of the delivery period has been agreed with the Buyer.

15. Confidentiality and Announcements

15.1. "Confidential Information" means all information (whether communicated in writing, verbally, electronically or by any other means and whether communicated directly or indirectly), including information in connection with these Terms and the transactions contemplated therein, or any related agreement, which by its nature is intended to be for the knowledge of the receiving Party alone, which is marked as "confidential" or "proprietary" or which is otherwise confidential, and all information concerning the business transactions and the financial arrangements of any Party with any person with whom that Party is in a confidential relationship with regard to the matter in question.

15.2. Neither Party, including but not limited to its affiliated entities, owners, managers and employees shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of its obligations under these Terms make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Products which it may receive or obtain either directly or indirectly, or make any public announcement, communication or circular concerning the transactions to which these Terms shall apply. This obligation shall remain in force five (5) years after fulfilment of the Products, but shall not apply to any information which (i) was publicly known at the time of disclosure to the receiving Party or becomes publicly known through no fault of the receiving Party subsequent to the time of communication thereof to the receiving Party;

(ii) was in the receiving Party's possession free from any obligation of confidence at the time of communication thereof to the receiving Party;

(iii) is developed independently by the receiving Party or its Affiliates, and without reference to any of the disclosing Party's Confidential Information or other information has disclosed in confidence to any third party, as evidenced by contemporaneous written records; (iv) required by law, by a rule of a listing authority or stock exchange to which either Party is subject or submits provided that only such Confidential Information as is strictly required is disclosed; or (v) is rightfully obtained by the receiving Party from third party authorised to make disclosure thereof without restrictions.

15.3. A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under these Terms. No warranties of any kind (whether express, implied or statutory) are made in connection with the Products as to the accuracy or completeness of the Confidential Information disclosed.

16. Governing Law and Jurisdiction

16.1. These Terms, their interpretation and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Romania, without regard to any conflict of law rules.

16.2. Any dispute arising directly or indirectly out of these Terms shall be resolved exclusively by the competent courts in having jurisdiction over the area where Diversey has its registered office.

17. General

17.1. If any provision of these Terms is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Terms but without invalidating any of the remaining provisions of these Terms. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

17.2. The Buyer may not assign, licence or sub- contract all or any of its rights or obligations under these Terms without Diversey's prior written consent. Diversey may assign, license or sub- contract all or any part of its rights or obligations under these Terms without the Buyer's consent.

17.3. The failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

17.4. Any notice hereunder shall be deemed to have been duly given if sent by registered post or fax to the Party concerned at its registered office or principal place of business. Notices sent by registered post shall be deemed to have been given seven (7) days after despatch and notices sent by email shall be deemed to have been given twenty-four (24) hours from the date of despatch subject to an officially confirmed read receipt.

17.5. If there is any conflict between the English version of these Terms and any translation thereof into any other language, the English language version of these Terms shall prevail.

17.6. Buyer hereby represents that it has read, understood, expressly agreed and accepted the provisions of clause 2.5, 2.6, 2.7, 4.2, 4.5, 4.6, 4.7, 5.3, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 10.1, 10.2, 10.3, 10.4, 14.3, 16.1, 16.2, 17.2.