CHEMSERVICE

REACH-OR-TRUSTEE

Terms & Conditions

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1. Definitions

REACH-OR-Trustee: Chemservice S.à r.l. – 13, Fausermillen – 6689 Mertert – Luxembourg

Customer: Non-EU downstream customer

WHEREAS, pursuant to the REACH[1] Regulation (hereinafter "**REACH**") substances may only be manufactured or placed on the market in the European Union (European Economic Area) (hereinafter "**EU**") if they have been first registered by the manufacturer or importer in accordance with the provisions of REACH.

WHEREAS, a manufacturer or formulator who is not established in the EU (hereinafter collectively referred to as "**Non-EU manufacturer**") and who exports or intends to export chemical products to the EU may, pursuant to Article 8 of REACH, appoint a natural or legal person established in the EU to fulfil the obligations of an importer under REACH (hereinafter referred to as an "**Only Representative**").

WHEREAS, REACH-OR-Trustee has been appointed as Only Representative by a non-EU manufacturer of certain substances in a supply chain of which Customer is a part;

and/or

WHEREAS, REACH-OR-Trustee has been appointed as trustee by an Only Representative of a non-EU manufacturer of certain substances and/or products in a supply chain of which Customer is a part;

and/or

WHEREAS, in the event of re-import, REACH-OR-Trustee has been appointed as trustee by an EU manufacturer of certain substances and/or products in a supply chain of which Customer is a part.

WHEREAS, REACH-OR-Trustee has concluded an Agreement with the Only Representative of a non-EU manufacturer or an EU manufacturer (in case of re-import) on the use of the Chemservice REACH-OR-Trustee system.

2. Subject matter, procedure and conditions

2.1. Subject matter of this document is the use of the Chemservice REACH-OR-Trustee system as described below:

A non-EU manufacturer of chemical substances and/or products (mixtures) has nominated an Only Representative (internal or external), according to Article 8 of REACH, and/or an EU manufacturer is exporting substances and/or products (mixtures) with the purpose of later re-import into the EU. The non-EU or EU manufacturer wants to offer REACH coverage to the downstream actors in its supply chain in order to relieve the direct and indirect EU importers of their substances/products from their obligation to register the imported substances and thus qualify the EU importers as so-called downstream users as defined under REACH.

[1] Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

The Only Representative of the non-EU manufacturer or the EU manufacturer has contracted REACH-OR-Trustee as an independent third party that can manage all confidential business data, such as the identity of the indirect EU importers and their respective imported substance quantities. The non-EU manufacturer as well as its Only Representative or the EU manufacturer and REACH-OR-Trustee have agreed to use the Chemservice REACH-OR-Trustee system to track their substances/products through simple, multi-level and linked supply chains without having to disclose confidential business information.

According to this Chemservice REACH-OR-Trustee system, the manufacturer of a substance and/or product sells a quantity - determined and requested by Customer - for the purpose of potential import into the EU and grants Customer the right to resell this maximum determined quantity (as such or in partial quantities) for the purpose of potential export to the EU. For this purpose, Customer must register in the web portal of the REACH-OR-Trustee system, so that he can receive corresponding product transactions from his supplier through it and also record his own product transactions to other customers. Each transaction is created and released by the respective supplier for a certain quantity of a product and an allowed import period, to the next customer in the supply chain. Based on the transactions received, each customer can then enter their own further product transactions to the next customers in the supply chain. This continues until finally the EU import takes place. Based on the recorded transactions, the REACH-OR-Trustee can report the accumulated quantities of the respective substances and/or products imported into the EU back to the manufacturer or its Only Representative. This allows them to ensure that all imported substance quantities are covered by REACH registrations in their total annual quantity. The REACH-OR-Trustee is contractually obliged to keep the identity of the respective suppliers and customers confidential. Due to the transactions, the REACH-OR-Trustee is able to verify the origin of each product and/or the contained substances and, in case of controls by REACH enforcement authorities, can provide them with all required and relevant information.

For each product transaction received (= product import), the EU importer can have an Import Certificate (see **Annex 1**) created in the Chemservice REACH-OR-Trustee system, which documents the quantity for which the respective Only Representative or EU manufacturer fulfills the obligations under REACH Title II (registration of substances) in the designated validity period. This document can then be presented to the competent authority as proof of the REACH conformity of the imported product quantities.

2.2. The sole purpose of the REACH-OR-Trustee system is to record and track all relevant substance quantities and importer information, to ensure REACH compliance of EU importers by the respective responsible Only Representatives. The system does not serve as a communication platform, for the exchange of any other documents and information (such as Safety Data Sheets, identified uses, SVHC substances, etc.) within the supply chains.

2.3. Each participant in the REACH-OR-Trustee system must register there themselves and create relationships with their respective suppliers and/or customers. Any further communication between suppliers and customers (such as requests to suppliers for REACH coverage of specific products) must be done outside the system.

2.4. Each participant in the REACH-OR-Trustee system is responsible for the accuracy of all data entered in his own company account as well as actions performed (regarding company data, products, transactions, billing addresses, etc.). This data is neither verified nor maintained by REACH-OR-Trustee and REACH-OR-Trustee assumes no responsibility for the accuracy of the respective data.

2.5. To create a transaction for a specific quantity of a product that will finally be exported to the EU, Customer must log on to the REACH-OR-Trustee system and enter the relevant transaction data there. This data includes information about the direct next customer, the product delivered, the maximum allowed quantity and the allowed time period in which the product can be exported to the EU. Each time a transaction is entered, the REACH-OR-Trustee system automatically checks for the validity of the coverage period as well as the eligibility of the product quantities entered, so that the maximum periods and quantities specified by the respective supplier cannot be exceeded.

2.6. Recorded transactions, that the respective supplier of a product has released via the system, are flagged for settlement with the fees listed in **Annex 2**. These transactions become immediately available in the account of the next customer as soon as this supplier has created an invoice for these transactions (via the payment menu) and the invoice amount due has been received in full by REACH-OR-Trustee.

2.7. Invoices are sent only in electronic form as PDF files via email. The creation of individual invoices with e.g. handwritten signatures and stamps as well as the sending of invoices by mail is not possible.

2.8. Invoices may be settled immediately during the invoicing process via the offered PayPal service. Payments can be made via existing PayPal accounts as well as major credit cards. Applicable PayPal fees (see **Annex 2**) will be shown prior to payment and added to the invoice amount accordingly.

2.9. Alternatively, invoices can also be settled by bank transfer. In this case, any bank charges incurred shall be borne in full by the invoice recipient. Incoming payments are usually recorded by REACH-OR-Trustee in the REACH-OR-Trustee system within three working days at the latest, so that the related transactions are then released to the next customer, provided that the full invoice amount due has been received in REACH-OR-Trustee's bank account. Due to the extended public holiday period at the end of each calendar year, the manual entry of incoming payments may be delayed accordingly during this period and therefore take longer than three working days.

2.10. For invoices that are still completely unpaid, an automatic payment reminder is sent after 30 days. After the final expiration of the payment period, completely open invoices are automatically cancelled by the system and corresponding cancellation invoices are sent by email to the invoice recipients. If the affected transactions are still to be released to the next customer, new invoices must be created and paid accordingly.

2.11. Customer has the option to cancel transactions that have already been paid in full (status "Completed"), provided that they are not yet in use by the next customer (status "in use" is not set). If the cancellation is made within the period specified in **Annex 2**, a full credit for the transactions is issued in the payment section which can be offset against further transactions. No credit will be issued if the cancellation is made after the period specified in **Annex 2**. Please note that credit amounts cannot be paid out or otherwise refunded!

3. Confidentiality

3.1. REACH-OR-Trustee shall treat all information provided by Customer to REACH-OR-Trustee in connection with the REACH-OR-Trustee system as strictly confidential. In particular, REACH-OR-Trustee shall not disclose to any third party any information regarding the identity of the participants in the system as well as their substances/products and their respective quantities.

3.2. REACH-OR-Trustee only provides the cumulative quantities of the respective substances and/or products imported into the EU to the respective manufacturers or their Only Representatives, so that they can ensure that all imported substance quantities in their annual total are covered by REACH registrations and that the Only Representatives can fulfill their record-keeping obligations.

3.3. For the same purpose, REACH-OR-Trustee is allowed to share this information and information on the respective EU importers with the relevant REACH enforcement authorities, if requested to do so.

3.4. REACH-OR-Trustee undertakes to take all necessary, appropriate and reasonable measures and actions to effectively protect the confidential information received at all times against loss and against unauthorized access. This includes, in particular, the provision and maintenance of necessary and appropriate entrance and access measures for rooms, containers, IT systems, data carriers and other information media, in or on which confidential information is provided, as well as the implementation of appropriate instructions for those persons who are authorized to handle confidential information, pursuant to this document.

4. Final provisions

4.1. The validity, interpretation and performance of these Terms & Conditions and all disputes relating thereto shall be governed by and construed in accordance with the laws of Germany. Any and all disputes between Customer and REACH-OR-Trustee which may arise hereunder shall be settled amicably through negotiation. In case no settlement can be reached through negotiation, the dispute shall be settled by arbitration in accordance with the rules of International Chamber of Commerce in English language in the place of the respondent. The award shall be final and binding upon the parties hereto.

4.2. The legal relationships between Customer and REACH-OR-Trustee in view of the subject matter of this document shall be governed exclusively by this document. Any agreements to the contrary do not exist or are ineffective.

4.3. These Terms & Conditions may be amended from time to time without individual notification or advance notice. The main reason for such an amendment is usually to improve the comprehensibility of the content, but it may also become necessary due to new requirements that have arisen or due to an adjustment of the conditions listed in **Annex 2**. In any case, the basic provisions on confidentiality (according to Article 3) remain in place, unless legal requirements make an adaptation necessary.

The latest valid version of this document can be downloaded from the REACH-OR-Trustee website or directly via the following link: REACH-OR-Trustee Terms & Conditions

4.4. REACH-OR-Trustee will never use, evaluate or disclose the information provided to it (under these Terms & Conditions) for its own business, marketing or any other purposes. The exclusive use of the data and information received is to fulfill the requirements and obligations arising from this document.

4.5. The Chemservice REACH-OR-Trustee system does not serve as a communication platform, for the exchange of documents and information on Safety Data Sheets, identified uses, SVHC substances, etc. within the supply chains. It is the responsibility of the non-EU manufacturer or its Only Representative to provide the customer with up-to-date and REACH-compliant SDSs for the substances/products covered by the REACH-OR-Trustee system. However, for subsequently formulated products, these SDSs may not be appropriate. Therefore, each indirect customer/importer is required to request the appropriate REACH-compliant SDS, for the product to be imported into the EU, from its respective direct supplier. Furthermore, it is the responsibility of the customer/importer to ensure that its (or its customer's) intended use of the product to be imported into the EU is covered by the registration of the substance(s) contained in the product.

REACH-OR-Trustee:

Mertert, 12 December 2025	Mertert, 12 December 2025
[location], [date]	*[location], [date]*
[Signature]	*[Signature]*
Dr. Dominik Kirf	Christopher Cohrs
[Printed name]	*[Printed name]*
Manager Chemservice S.à r.l.	Manager Chemservice S.à r.l.
[Title/Position]	*[Title/Position]*

Annex 1 - Import Certificate

IMPORT CERTIFICATE

REACH COVERAGE CONFIRMATION

Transaction ID: 50761543

As the appointed Only Representative of a non-EU manufacturer, according to Article 8 of the Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), and/or trustee of a non-EU manufacturer's Only Representative and/or trustee of a non-EU manufacturer and/or trustee of an EU manufacturer's representative (re-import), we herewith confirm that

the following product	**Multimix 25**
supplied by	Mishmash Chemicals Uphill Road 1423 Plastics Town, KL 72533 USA
to	EU Importer Wasserstr. 17 09724 Nordhall Germany
with a delivery volume of	**50 metric tons**
contains	**100% (w/w)**

of substances that are either exempted from the obligation to register or are covered by registrations with the European Chemicals Agency (ECHA) within the supply chain of this product.

We are prepared to provide the necessary details to enforcement authorities in the EU on request.

This certificate is valid from 01 January 2021 to 31 December 2021.

Chemservice S.à r.l.
13, Fausermillen
6689 Mertert
Luxembourg

email: eu-ort@chemservice-group.com

09 January 2026

SAMPLE

This document was issued electronically and is therefore valid without a signature.

Annex 2 - Transaction fees and conditions

Transaction fee	Transaction fee per recorded and released product transaction to another non-EU manufacturer, formulator, distributor, trader or EU importer. To be paid by the supplier of the product recording and releasing the transaction.	100.00 EUR per transaction
PayPal / Credit Card fee	When paying by PayPal / Credit Card, fixed percentage surcharge on the total invoice amount, for the applicable fees that must be paid to the payment service provider.	5.70 %
Payment period	Payment period, after which completely open invoices are automatically cancelled by the system.	60 days
Cancellation period for fully paid transactions	Period in which fully paid but not yet used transactions can be cancelled and for which an offsettable credit note is issued in the payment area.	90 days

- Any transfer and bank charges must be borne by the invoice recipient.
- The applicable fees include all EU taxes excl. VAT.