

## 1) GENERAL TERMS

These terms and the transaction details to which they apply (the "Agreement") set out all contractual terms relating to the sale of the specified products (the "Products"), except where INEOS (as defined below) has agreed in writing to any changes. For clarity, Your standard terms of purchase do not apply. The UN Convention for the International Sale of Goods does not apply. Definitions in "Incoterms 2000" apply. This Agreement is governed by German law, and the German court in Köln will have exclusive jurisdiction in relation to it, except where INEOS elects to bring proceedings in the country where the customer is incorporated. No representation or undertaking shall be taken to have been given or implied from negotiations between the parties save as expressly stated in this Agreement, and neither party shall have any remedy in respect of untrue statements relied upon, unless such statements were made fraudulently, and the only remedies shall be for breach of contract. These terms apply between the buyer of Products ("You" or "Your") and INEOS ("INEOS", "Us", "Our" or "We"). INEOS may assign its rights to any third party, and in particular to INEOS Finance (Ireland) Ltd. If requested, You will provide Your consent to any transfer of obligations.

## 2) DELIVERIES

INEOS will use reasonable endeavours to achieve delivery on time, in full (within a 5% weight-tolerance). INEOS will keep You informed of any material variation from agreed delivery times. You must provide what are, in INEOS's opinion, proper, safe access and facilities to accept deliveries, and must reimburse any additional actual costs incurred by INEOS if We suspend or refuse delivery where such access or facilities are not available or where unloading takes more than a reasonable time for a reason not attributable to INNOVENE. INNOVENE may inspect your facilities, if necessary, by entering Your premises. Delivery to or use by INEOS of any facilities does not constitute their approval by or acceptability to Us. For mineral oil tax exempted supplies, you are required to demonstrate to INEOS that you qualify for the tax exemption. If a tax exemption is invalid for any reason, you will repay to INEOS any such taxes that INEOS has paid.

## 3) MEASUREMENTS

INEOS's quantity and quality measurements taken at the point of loading will be stated in the invoice and shall be binding unless proved by You to be in error.

## 4) TRANSFER OF OWNERSHIP AND RISK

INEOS will retain ownership of the Products, to the fullest extent permitted by law, until payment for the relevant quantity is actually received by Us (or to our order), even if You have co-mingled the Products with other goods or processed. In this case, INEOS will become co-owner. Until payment is made, the Products must be separately stored (where possible), identified and must be returned or be available for collection at INEOS's request. INEOS may enter Your premises to collect Our Products. INEOS may maintain an action for payment, notwithstanding that INEOS retains ownership of the Products. Risk in the Products shall pass to You as per the agreed Incoterm. If the goods are resold before the payment is completed, they are replaced by the receivables for the purchase price, which are hereby transferred to INEOS as security.

## 5) PRICE, PAYMENT

Unless otherwise agreed:

- (a) The relevant price for the Products will be INEOS's price applicable on the date of loading;
- (b) full payment must be received (without deduction for set off or counter claim unless INEOS shall have given its prior written approval) when due by electronic funds transfer to the account nominated by INEOS in the currency specified on the invoice. Funds must be received in the nominated bank account no later than the due date on INEOS's invoice document or no later than the last banking day before the due date if that due date falls on a non-banking day. Late payments bear interest at 10% per annum from the due date until actual receipt;
- (c) if INEOS require, deliveries may be suspended until You provide acceptable security for payment or if any invoice is not paid when due, without prejudice to any other rights INEOS Köln GmbH may have;
- (d) quoted prices do not include any Value Added Tax (or its equivalent), or any other taxes or charges, if applicable. You must promptly provide INNOVENE on request with all evidence required under local, national or EU laws to justify any request for exemption from VAT or other applicable taxes. You indemnify INEOS against any tax, cost or penalty it may incur if the request for exemption is found not to be justified.
- (e) Where the price is determined by a formula, and variable values are not known, the most recent applied price shall be used as an interim price with subsequent readjustment.
- (f) No set off is permitted unless such amounts are not in dispute or are legally binding.

## 6) LIMITATION OF LIABILITY

No claims for compensation may be lodged by you - including those of a non-contractual nature - for any minor negligent breach of duty by INEOS unless such breach concerns duties that are essential contractual obligations. INEOS shall only be liable for indirect and consequential damages and financial losses or damages which could be foreseen at the time of the conclusion of the agreement if such damage is due to gross negligence or willful misconduct on the part of INEOS. This exclusion of liability will not be valid for claims of injuries on life, body or health and claims according to the Product Liability Act.

## 7) WARRANTIES

INEOS warrants that it is able to pass ownership of the Products sold to You, that they will meet the relevant contractual specification at the point where risk passes to You, and that they do not infringe any patent in their country of origin. ALL OTHER CONDITIONS, WARRANTIES OR TERMS, EXPRESS OR IMPLIED (WHETHER BY STATUTE OR OTHERWISE) ARE EXCLUDED including as to quality, description or fitness for any purpose. Your attention is drawn to Our published Material Safety Data Sheets regarding the Products. However, any information or advice from INEOS is given and accepted at Your risk.

## 8) MAKING CLAIMS

Any claim for shortage, or damage in transit, must be made to INEOS in writing within 3 days of receipt of the Products. Any claim for non-conformity to specification must:

- (a) be made without delay after You become aware of the non-conformity but no later than 40 days from receipt of the Products; and
  - (b) in respect of Products which have been processed, be supported by reasonable evidence that the defect was not ascertainable before processing.
- Only differences in net weight or volume against invoiced quantity in excess of 0.5% per bag or bulk delivery, or 1% per drum, may be subject to quantity claims. Any claims not made as required shall be waived.

## 9) INABILITY TO DELIVER

If INEOS is prevented or partially prevented from or is delayed in delivering the Products to You for any reason beyond its reasonable control, including force majeure of any kind, INEOS will not be obliged to purchase substitute products from any third party, and may allocate available supplies amongst You and others (including INNOVENE and Our related companies) on such basis as INEOS believes is fair and practical. Any liability for delay or failure to deliver is excluded where this clause applies.

## 10) RETURNABLE CONTAINERS

Where Products are supplied in returnable containers or pallets, these must be promptly returned to INEOS at Your cost in substantially the same condition as You received them. If containers or pallets are returned damaged or not returned within 90 days of delivery, INEOS may invoice You for their repair or replacement. In the case of non-returnable containers or packaging, You must destroy these after use at Your own cost.

## 11) INTELLECTUAL PROPERTY

By purchasing Products, You shall not obtain any rights to any intellectual property in or relating to the Products, including (without limitation) any trade marks, copyright, patents or rights in designs and, where such intellectual property is capable of registration, whether or not the same is registered.