

INEOS NITRILES (UK) LIMITED – TERMS AND CONDITIONS OF SALE

1) GENERAL TERMS - These terms and the transaction details to which they apply (the "Agreement") set out all the contractual terms relating to the sale of the specified products (the "Products"), except where INEOS Nitriles (UK) Ltd (as defined below) has agreed in writing to any changes. For clarity, Your standard terms of purchase and the UN Convention for the International Sale of Goods do not apply. Definitions in "Incoterms 2000" apply. This Agreement is governed by English Law and the English courts will have exclusive jurisdiction in relation to it, save that INEOS Nitriles (UK) Ltd may elect to bring proceedings in the country where You are incorporated. No representation or undertaking shall be taken to have been given or implied from negotiations between us 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 Nitriles (UK) Ltd. ("INEOS Nitriles (UK) Ltd", "Us", "Our" or "We"). We may assign Our 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 Nitriles (UK) Ltd will use reasonable endeavours to achieve delivery on time, in full (within a 5% weight tolerance). INEOS Nitriles (UK) Ltd will keep You informed of any material variation from agreed delivery times. You must provide what are, in INEOS Nitriles (UK) Ltd's, proper opinion, proper, safe access and facilities to accept deliveries, and must reimburse any additional actual costs incurred by that INEOS Nitriles (UK) Ltd if We suspend or refuse delivery where such access or facilities INEOS Nitriles (UK) Ltd are not available or where unloading takes more than a reasonable time for a reason not attributable to INEOS Nitriles (UK) Ltd may inspect your facilities, if necessary, by entering Your premises. Delivery to or use by INEOS Nitriles (UK) Ltd of any facilities does not constitute their approval by or acceptability to Us.

3) MEASUREMENTS - INEOS Nitriles (UK) Ltd'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 in error.

4) TRANSFER OF OWNERSHIP AND RISK - INEOS Nitriles (UK) Ltd 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. Until payment is made, the Products must be separately stored, identified (where possible) and must be returned or be available for collection at our request. INEOS Nitriles (UK) Ltd may enter Your premises to collect Our Products. INEOS Nitriles (UK) Ltd may maintain an action for payment, notwithstanding that INEOS Nitriles (UK) Ltd retains ownership of the Products. Risk in the Products shall pass to You as per the agreed Incoterm.

5) PRICE PAYMENT - Unless otherwise agreed:

- (a) The relevant price for the Products will be INEOS Nitriles (UK) Ltd's price applicable on the date of loading;
- (b) Full payment must be received (without deduction for set off or counter claim unless INEOS Nitriles (UK) Ltd shall have given its prior written approval) when due by electronic funds transfer to the account nominated by INEOS Nitriles (UK) Ltd in the currency specified on the invoice. Funds must be received in the nominated bank account no later than the due date on INEOS Nitriles (UK) Ltd'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 Nitriles (UK) Ltd 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 Nitriles (UK) Ltd 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 INEOS Nitriles (UK) Ltd 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 Nitriles (UK) Ltd 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.

6) LIMITATION OF LIABILITY - INEOS Nitriles (UK) Ltd prices are listed and negotiated on the basis that Our maximum legal liability will be restricted. Customers normally have their own risk mitigation and management arrangements in place and duplication of these would be wasteful. INEOS Nitriles (UK) Ltd is willing to negotiate higher liability limits with You, subject to commensurate increases in price. Unless otherwise agreed in writing, neither party shall have any liability to the other for any indirect, special or consequential loss or damage, or for any loss of revenue, profit or goodwill, arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise. In respect of all other loss or damages, INEOS Nitriles (UK) Ltd's maximum aggregate liability to You arising out of or in connection with each sale under the Agreement shall be the higher of:

- (a) 4% of the aggregate invoice of sales of the same product(s) by INEOS Nitriles (UK) Ltd to You during the year prior to the date of delivery of the Products to which the relevant sale relates; or
- (b) £100,000

Subject to a maximum liability of £200,000

INEOS Nitriles (UK) Ltd is released from all liability in excess of this maximum, even where caused by Our negligence or breach of duty, except in the case of fraud or where INEOS Nitriles (UK) Ltd's negligence results in death or personal injury.

7) WARRANTIES - INEOS Nitriles (UK) Ltd 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 Nitriles (UK) Ltd is given and accepted at Your risk.

8) MAKING CLAIMS - Any claim for shortage, or damage in transit, must be made to INEOS Nitriles (UK) Ltd 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 Nitriles (UK) Ltd is prevented or partially prevented from or is delayed in delivering the Products to You for any reason beyond its reasonable control, INEOS Nitriles (UK) Ltd will not be obliged to purchase substitute products from any third party, and may allocate available supplies amongst You and others (including INEOS Nitriles (UK) Ltd and Our related companies) on such basis as INEOS Nitriles (UK) Ltd 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 Nitriles (UK) Ltd 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 Nitriles (UK) Ltd 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 design and, where such intellectual property is capable of registration, whether or not the same is registered.