

The following terms and conditions govern and become an integral part of orders and any other contracts relating to the delivery of goods and/or the performance of services (hereinafter altogether "Agreement") between the supplier of goods or the service provider (each hereinafter "Supplier") and INEOS Styrolution Group GmbH or any member of the INEOS Styrolution Group GmbH group of companies, i.e. any company either directly or indirectly held or controlled by INEOS Styrolution Group GmbH (hereinafter altogether "Company"). Unless otherwise individually agreed, any of the aforementioned transactions between Company and the Supplier will be based exclusively on the Agreement. The general terms of business of the Supplier are herewith explicitly rejected and do not apply unless Company has explicitly agreed to them in writing.

### 1. Quotes and orders

1.1 Quotes and cost estimates of the Supplier are free of charge and do not imply any obligation for Company. Should the offer or cost estimate of the Supplier deviate from the inquiry of Company, the Supplier must expressly identify this.

1.2 Only orders issued in writing (including fax and e-mail) are binding to Company and any verbal agreements, including side agreements, changes or amendments to such order require written confirmation from Company to be effective. Company shall be entitled to revoke an order free of charge within a period of two weeks of the date of the order if the Supplier has not confirmed such order unaltered in writing.

1.3 All Supplier documentation must name and reference the Company purchasing department, order number, order date and the name and specific order identification of the relevant Company affiliate.

### 2. Delivery

2.1 The delivery period begins on the date of the order. Should the Supplier recognize that he will delay or be unable to complete, be it in part or in its entirety, the fulfilment of his obligations, the Supplier must inform Company immediately, stating any reasons for the inability/delay and the anticipated length of the delay. If the Supplier fails to provide this notification, he may not subsequently invoke the impediment to Company.

2.2 Insofar as the Supplier does not deliver within the defined delivery period, Company shall be entitled to claim all rights in line with applicable law. Any agreed contractual penalty in the case of a delay by the Supplier remains unaffected per § 340 (2) BGB and Company may assert any such agreed contractual penalty – by way of derogation from § 341 (3) BGB – until final payment has been made and may claim damages.

2.3 For the purpose of establishing the timeliness of delivery or rectification of delivery of goods, the relevant point in time is the date of receipt at the place of receipt designated by Company (hereafter "Place of Delivery"). Should any examinations or tests be scheduled for the delivery or service, the Supplier bears the cost for any required material and Suppliers own personnel costs.

2.4 Delivery of goods must be in accordance with the Incoterms® 2020 provision specified in the order, unless otherwise agreed. Delivery of services must be in accordance with DDP Incoterms® 2020, unless otherwise specified in the order. Every delivery must include a delivery note indicating the Company order number, symbol, date, department/processor and Company item number, as well as a description of the contents according to type and quantity, a packing slip and test certificates in accordance with the agreed specifications and any other required documentation. Risk of loss and damage passes to Company upon delivery of goods at the Place of Delivery indicated by Company in the order.

2.5 The goods must be packaged with appropriate, environmentally sustainable materials that can be recycled.

2.6 All deliveries and/or services that are not accepted as a result of the non-observance of the warranty provisions below are at the expense and the risk of the Supplier.

### 3. Prices

3.1 The prices agreed are fixed prices. Unless otherwise individually agreed, the indicated prices comprise a full and final payment for all commissioned deliveries and services and include all expenditures relating to the deliveries and services to be performed by the Supplier, in particular also the costs for potential testing, approval, documentation, compilation of technical documentation and items, packaging, transport, customs duties and border clearance fees.

3.2 In the event that the Supplier reduces his prices in the period of time between the order and the delivery and improves his terms, such prices and terms valid on the day of delivery will apply.

### 4. Invoices, Payments, Retention of Title

4.1 Invoices must be submitted, separated from the delivery, to the invoicing address indicated in the order; they must correspond verbatim with the order descriptions of Company, including goods' description, price, quantity, order of the items and item numbers, as well as containing the Company order number. Any additions or short falls to services should be cited separately in the invoice.

4.2 For invoicing, the payment term begins upon full completion of the delivery or service and receipt of a correct and proper invoice at the invoicing address indicated in the order.

4.3 Any payments made will not constitute recognition that terms and prices as well as a delivery or service are contractually conforming and is subject to the reservation of all rights. In the event any good or service is non-conforming or incomplete, Company is entitled – without prejudicing its other rights – to withhold payment for claims arising from the business relationship with the Supplier in a reasonable scope without compensation obligation for Company until the proper supplementary performance has been completed by Supplier.

4.4 The Supplier is only entitled to a right of charge or retention arising from legally determined or undisputed claims.

4.5 With respect to the delivery of goods subject to retention of title, Company may resell and reprocess such goods in the ordinary course of business.

### 5. Compliance, Safety

5.1 The Supplier warrants that the goods have been produced, sold, packaged and delivered, and the services will be provided in compliance with all applicable laws, statutes and regulations.

5.2 The Supplier acknowledges receipt of Company's Supplier Code of Conduct, which is also available at the Company's web page ([www.ineos-styrolution.com](http://www.ineos-styrolution.com)), and confirms compliance with all principles outlined in the Company's Supplier Code of Conduct, particularly the human rights-, environmental- and governance-related expectations ("Expectations") set forth therein in all aspects of their activities that relate to Supplier's business with Company. Furthermore, the Supplier commits to ensure that compliance to Company's Supplier Code of Conduct, particularly the Expectations, are appropriately addressed along Supplier's supply chain, including, but not limited to, its vicarious agents or subcontractors.

5.3 The Company shall have the right to audit adherence to Company's Supplier Code of Conduct in line with section 9.7 hereof. In case a violation of Supplier, particularly of the Expectations, is detected/ identified by the Company, which cannot be remedied in due course, the Supplier must – jointly with the Company – develop and implement a remedial action plan including a definitive schedule.

5.4 While performing the Agreement, the Supplier must adhere to the Company's occupational health and safety and environmental protection requirements specified in the Agreement. Notwithstanding the foregoing, the Supplier already acknowledges receipt of and warrants compliance with the INEOS Group Life Saving Rules (INEOS LSR), which are also available at the Company's web page ([www.ineos-styrolution.com](http://www.ineos-styrolution.com)). Supplier is obliged to implement/ apply the INEOS LSRs and train their personnel, vicarious agents or subcontractors on the INEOS LSRs respectively prior to providing services to Company on Company's premises and provide appropriate evidence of implementation and training upon request.

5.5 In case the services to be performed by Supplier include onsite activities on any of Company's sites in the EMEA region, including, but not limited to, loading and unloading, the EMEA Safety, Health, Environment (SHE) requirements for transport and haulier related activities (loading/unloading) shall apply. They are available at the following [link](#).

5.6 The breach of any obligation set forth in this section 5 and in particular in Company's Supplier Code of Conduct entitles the Company to suspend performance of the Agreement or, at its discretion, to withdraw from or terminate the Agreement, if the breach is not remedied within a reasonable period. The Company shall not be obliged to compensate the Supplier for any damages arising from the suspension, withdrawal or termination.

## 6. Defects, Claims

6.1 The Supplier warrants that

(a) goods and services are free from material defects, defects impacting on value or usability or defects of title, are as agreed and/or guaranteed, were performed expertly and appropriately without compromise to quality, meet the agreed goods or service specifications, are appropriate for the expected use as per the order and comply with the stipulations specified in these terms and conditions as well as any other agreed or statutory provisions.

(b) with respect to any services provided hereunder, such services shall be performed in accordance with the highest standards, practices and codes of the industry applicable to such services.

(c) the manufacture and sale of the goods and / or the performance of the service by Supplier shall not infringe any patent, trademark, copyright and/or any other intellectual property right of a third party.

(d) for the manufacture and sale of the goods and / or the performance of the service, especially those which have, or may have, an impact on energy use, Supplier ensures an "excellent energy performance" in line with ISO (or equivalent standards) requirements, particularly when cooperating with those Companies' affiliates that are certified for the applicable (ISO or equivalent) standard.

(e) the goods are packaged, labelled, documented and transported / dispatched in accordance with the applicable national and international provisions; in particular Supplier shall (and warrants herewith accordingly) observe all the Supplier's obligations according to the European Chemical Substances Regulation for the Registration, Evaluation, Authorisation and Restriction of Chemicals - EU Regulation 1907/2006/EG - (hereafter „REACH-VO“) with respect to the delivery of the goods.

(f) Supplier meets all the requirements of the applicable national and international customs and foreign trade legislation, including but not limited to ensuring the correct labelling of all deliveries subject to a requirement to label and that the customs tariff number and the number from the applicable export list in particular are indicated.

6.2 Should the goods or service deviate from the aforementioned requirements, it shall be considered defective. Company shall promptly notify the Supplier regarding any obvious defects as soon as such defects are identified in the ordinary course of business. The obligation to give notice of defects for defects discovered later, in particular in the case of defects that can only be detected during processing or usage, remains unaffected. Should an acceptance have been agreed, Company shall not have the duty of the incoming inspection and defect notification.

6.3 Unless otherwise individually agreed, the statutory warranty periods shall apply. If an acceptance has been agreed, the warranty period begins upon unconditional acceptance. The period mentioned in sentence 1 shall suspend for the period of the rectification of defects, which starts with the notice of defects and ends with the successful executed rectification of defects; in case of the delivery of a defect free service or good the warranty period starts newly upon such delivery.

## 7. Liability

7.1 In the event of defective goods or services, Company shall be entitled to demand rectification of the defect or performance of a delivery of goods or service free from defects, withdraw from the Agreement, reduce the agreed prices accordingly or claim damages or replacement, at Company's discretion in accordance with the statutory regulations.

7.2 The Supplier agrees to indemnify and hold harmless Company with respect to any third party compensatory damage claims, arising out of or in connection with Supplier's breach of any of his obligations / warranty given in this Agreement. This provision shall not be construed in any circumstance to constitute an indemnification contrary to any governing law, which prohibits indemnification.

7.3 In the scope of his liability within the meaning of item 7.1, the Supplier will also be obligated to reimburse any claims and expenses which arise from or are connected with a recall campaign carried out by Company in accordance with §§ 683, 670 BGB or in accordance with §§ 830, 840, 426 BGB. Company shall inform the Supplier about the content and scope of any such implemented recall campaign – to the extent feasible and reasonable – and will provide Supplier with the opportunity to present his opinion.

7.4 Company reserves any statutory claims or rights, which Company may have as a customer.

8. **Insurance obligation** The Supplier will obtain and maintain in effect an adequate manufacturing and product liability insurance to insure all of Supplier's obligations under this Agreement with a lump-sum coverage of at least 1 million Euro for each personal or material damage; Company reserves the right to establish further insurance requirements. Supplier will provide Company with appropriate evidence upon request.

## 9. Miscellaneous

9.1 **Assignment:** Either Party shall only be entitled to transfer its rights or obligations from the Agreement to third parties with the prior written consent of the other Party, however, Company may transfer the rights and obligations from the Agreement to any member of its group of companies at any time without the prior consent of the Supplier.

9.2 **Policies:** Both parties, its employees, agents and assigns shall follow the other Party's site specific rules when on the other Party's premises, including those relating to drug and alcohol, health and safety and security.

9.3 **Waiver:** Any failure or delay by any Party at any time to enforce any of its rights hereunder or require performance by the other Party of any of its obligations hereunder shall not be construed to be a waiver of such rights or obligations. All rights and remedies are cumulative.

9.4 **Severability:** Each of the provisions herein is independent and severable and shall not, in the event of any declaration of invalidity, affect the construction or effect of any other provisions herein. If any provisions of these terms and conditions are or become invalid, either in whole or in part, then the validity of the remaining provisions will not be affected thereby.

9.5 Confidentiality: Both parties shall treat this Agreement, the contractual relationship and its completion as such, as well as any document related to this as confidential and shall not disclose its content, or any other information of a confidential nature pursuant to any agreement (including, but not limited to, any price list or price notification), to any third party other than an affiliate, unless as a result of any statutory requirement or court order or with explicit consent of both Parties. This section survives the termination of the Agreement.

9.6 Data Protection: While performing the Agreement, Supplier may get access to personal data, in particular relating to the employees of the Company ("Personal Data"). Supplier commits to only process such Personal Data to the extent necessary for the performance of this Agreement, on Company's instructions, and always in line with the requirements of applicable Data Protection laws, including, but not limited to, the GDPR.

9.7 Audit: Company is entitled to audit Supplier's performance under this Agreement at any time by itself or by a reputable third party. Supplier shall make available all documents and records required by Company, provide access to the premises and to employees of Supplier to conduct such audit.

**10. Place of performance, venue, governing law**

10.1 Place of performance is the place of delivery indicated in the order.

10.2 This Agreement shall be governed and construed in accordance with the laws of Germany without recourse to its conflict of law principles and excluding the UN Convention on the International Sales of Good (CISG). Any disputes arising out of or in relation hereto which cannot be settled amicably between the Parties shall be exclusively submitted to the competent court in Frankfurt am Main, Germany.

10.3 In case a translation of these terms and conditions will be provided, the English version shall prevail in case of any deviations or discrepancies.

**Please note:** In accordance with the provisions of the applicable Data Protection laws, we hereby inform you that we operate IT systems, and that data received from the Supplier on the basis of the commercial relationship will be electronically recorded and stored – further details are set forth in Company's Privacy Policy available at the Company's web page ([www.ineos-styrolution.com](http://www.ineos-styrolution.com)).