

TERMS AND CONDITIONS OF INEOS STYROLUTION DO BRASIL POLÍMEROS LTDA.

1. INTERPRETATION

1.1. *Definitions.* These sales Terms and Conditions are hereinafter referred to as "**Terms**" for the purposes hereof. Each document to eventually form an integral part of these Terms, such as purchase orders, written and/or electronic message exchanging between the parties, which evidence an agreement, in addition to the terms, as well as any appendices or attachments, among other documents attached for reference, is hereinafter referred to as "**Purchase and Sale Agreement**". Every product mentioned in the Purchase and Sale Agreement, among other relevant documentation is hereinafter referred to as "**Product**".

2. PURCHASE AND SALE AGREEMENT

2.1. *Purchase and Sale Agreement.* The Purchase and Sale Agreement is the full and complete agreement between the parties concerning the purchase and sale of each Product, as applicable. Unless otherwise expressly set forth in the Purchase and Sale Agreement and related documents, if any term, condition, or other provision contained in any appendix or attachment, among other documents expressly attached for reference to the Purchase and Sale Agreement is in any manner inconsistent with or creates an ambiguity regarding the terms of the Purchase and Sale Agreement or to these Terms, these Terms will prevail. No inclusion in the Purchase and Sale Agreement, or waiver, change, or modification of the documents concerning the Purchase and Sale Agreement will be valid unless made in writing by means of a written instrument signed by an authorized representative of each one of the parties, specifically making reference to the document, term, or communication of the Purchase and Sale Agreement.

2.2. *Tacit Acceptance by the Buyer Prior to the Signing of Any Documents.* By accepting the shipping of a Product, the buyer ("**Buyer**") hereby accepts the terms and conditions agreed to with the Seller regarding the shipping in point, regardless of the signing of any document representing acceptance of these terms and conditions or having made any other acceptance pronouncement in writing.

3. PAYMENT

3.1. *Origin of the Obligation to Pay.* The obligation of the Buyer of paying the price will arise upon acceptance by INEOS Styrolution do Brasil Polímeros Ltda. ("**Seller**") of the Buyer's order by confirming the order in writing or electronically, and the Buyer must pay the full price without any deduction regarding settling or counterclaim upon expiry. The purchase price applicable to any

accepted order will be the price in effect on the date of shipment, as informed by the Seller to the Buyer.

3.2. Payment Method. Every invoice will be fully paid to the Seller, to the address indicated in the invoice, in Brazilian currency. All demands made by the Buyer will be notified in writing to the Seller, as per the provisions in Clause 7 hereto, considering that no settlement or deduction of any invoice will be permitted.

3.3. Other Amounts Owed to the Seller. In addition to the purchase price, the Buyer must pay to the Seller any and all governmental taxes, charges, or fees of any and all types (excepting any taxes based on the Seller's revenue) to be eventually required from the Seller and which is paid in relation to the production, processing, transportation, exportation, importation, storage, delivery, sale, or promotion of the Product, and with respect to any materials used in manufacturing the Product (based on the gross amount).

3.4. Late Payment Interest. If payment is not received by the Seller upon maturity, any pending amounts will incur late payment interest at the monthly fee of 1% (12.0% per year) payable on the first business day of delinquency and on the first business day of each month henceforth, until full payment.

3.5. Proof of Payment and Tax Exemption. Upon request of the Seller, within five (5) days from request, the Buyer must provide Seller with a proof of this payment once each one of them has been fully paid. The Buyer must provide the Seller, upon request, with duly completed exemption certificates for any taxes or fees from which the Buyer alleges to be exempted.

3.6. Credit Granting by the Seller. The Seller may, at its sole discretion, grant credit to the Buyer with respect to the Product under this instrument, in accordance with the terms and conditions eventually set forth by the Seller from time to time. In addition, if at any time the financial liability of the Buyer or the associated credit risk becomes insufficient to the Seller, the Seller may (a) require the prompt payment of all outstanding amounts; (b) suspend all deliveries; or (c) require another sufficient guarantee prior to the subsequent deliveries under the terms hereof. Seller's choice to require this guarantee will not affect the obligation of the Buyer to accept and pay for all purchased material.

3.7. Payment in case of Termination. In case of termination, all outstanding payment obligations, among other debts owed by the Buyer to the Seller will be owed and payable, within no longer than 15 (fifteen) days from receipt of notice of termination, in accordance with the right of recovery.

4. GRANTING OF BENEFITS

4.1. Granting of Benefits. The Seller will not have the obligation of paying any discount, issue any credit, or make any other payment of any nature to the Buyer, unless the Buyer is fully delinquent with respect to its payment obligations, among other obligations agreed to by and between the parties.

5. DISPOSAL AND SAFETY OF THE PRODUCT(S)

5.1. Provision of Information by the Seller. The Seller will supply and/or make available to the Buyer a Material Safety Data Sheet ("**MSDS**") for every Product delivered to the Buyer. The MSDS will include information on this Product and describes the precautions, if necessary, to be taken in the transport, storage, unloading, disposal, storage, handling, and use of this Product.

5.2. Disclosure of Precautions. The Buyer will become aware of all information and precaution, including, among others, those regarding safety and health contained in the MSDSs, or otherwise transmitted to the Buyer by the Seller on any occasion. The Buyer will instruct its employees, representatives, contractors, or clients, among any third parties eventually exposed to the Product with respect to this information and precautions, as well as will make copies of them available to these third parties.

5.3. Compliance with the Instructions by the Buyer. The Buyer solely assumes responsibility and liability for compliance with the aforementioned information and precautions, as well as all regulations, laws, legislation, and ordinances issued by any Governmental Authority (as defined below) applicable to the processing, transport, delivery, unloading, disposal, storage, handling, sale, and use of each Product, including, among others, anticorruption laws, and all applicable export control laws, particularly, notwithstanding the generic nature of the above, the Buyer must not resell or ship the Product in disagreement with the Brazilian export laws.

5.4. Sole Liability of the Buyer. The Buyer also undertakes to protect, defend, and hold the Seller free and harmless from any and all damages, claims, causes of action, losses, liabilities, costs, expenses (including reasonable attorney's fees), penalties and decisions associated with the processing, transport, delivery, unloading, disposal, storage, handling, sale and use of any Product after delivery, with are (i) in disagreement with any information provided to the Buyer; or (ii) in violation of any law, legislation, ordinance, or regulation issued by any Governmental Authority (as defined below). The Seller will assume no liability for failure of any unloading or disposal materials or implements used by the Buyer, whether or not they are supplied by the Seller.

6. GUARANTEES ASSOCIATED TO THE PRODUCT

6.1. *Guarantees Not Provided by the Seller.* **ANY TECHNICAL ADVICE PROVIDED OR ANY RECOMMENDATION MADE BY THE SELLER OR BY ANY REPRESENTATIVE THEREOF IN CONNECTION WITH ANY USE OR APPLICATION OF ANY PRODUCT IS DEEMED RELIABLE, BUT THE SELLER DOES NOT MAKE ANY ABSOLUTE GUARANTEES, BE THEY EXPRESS OR IMPLICIT, WITH REGARD TO THE ACCURACY OR COMPLETENESS THEREOF OR THE RESULTS OBTAINED. AS FAR AS ANY PROCESSING OF ANY PRODUCT IS CONCERNED, THE BUYER ACCEPTS FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND ASCERTAINING THE SUITABILITY OF THE PRODUCT FOR ITS INTENDED USE OR APPLICATION.**

6.2. *Guarantees provided by the Seller.* **THE SELLER WILL NOT PROVIDE ANY FACTUAL OR LEGAL GUARANTEE OF ANY NATURE, WHETHER EXPRESS OR IMPLICIT, UNLESS (I) THE OBLIGATION OF THE SELLER TO DELIVER THE PRODUCT IN CONFORMITY WITH THE SPECIFICATIONS PUBLISHED BY THE SELLER (UNLESS OTHERWISE MENTIONED IN THE PURCHASE AND SALE AGREEMENT); AND (II) IMPLICIT GUARANTEES OF THE SELLER OF OWNERSHIP, ABESNECE OF BURDEN, AND RIGHT TO TRANSFER IT. THE SELLER WILL NOT PROVIDE ANY FITNESS GUARANTEE FOR A SPECIFIC PURPOSE, OR GUARANTEE OF MARKETABILITY, WITH THE EXCEPTION OF THOSE INDICATED IN THIS INSTRUMENT.**

7. PRODUCT DELIVERY

7.1. *Product Delivery.* The Seller will deliver the Product at the delivery point agreed to by and between the parties or at the point of delivery appointed by the Seller upon confirmation by the Seller of the Buyer's order.

7.2. *Undetermined Place of Delivery* If the place of delivery is ambiguous or not provided, the Product will be available at the premises of the Seller or of a third party where the Product is finished or stored for pickup by the Buyer.

7.3. *Risk of Loss.* Risk of loss of the Product will be transferred to the Buyer upon transfer of the Product to the custody of the first carrier contracted to deliver the Product at the point of delivery.

7.4. *Immediate Product Inspection.* THE BUYER MUST INSPECT THE PRODUCT SUPPLIED UNDER THE TERMS OF THIS INSTRUMENT IMMEDIATELY AFTER DELIVERY.

7.5. *Notification in case of disagreement between the Product and the agreement.* WITH THE EXCEPTION OF THOSE CLAIMS REGARDING THE LESSER AMOUNT, THE FACT THAT THE BUYER DOES NOT NOTIFY THE SELLER OF ANY CLAIMS WITHIN 30 (THIRTY) BUSINESS DAYS AFTER THE

DATE OF DELIVERY WILL IMPLY UNRESTRICTED ACCEPTANCE OF THE PRODUCT AND THE WAIVER BY THE BUYER OF ALL COMPLAINTS ASSOCIATED THEREWITH.

7.6. Notification of the lesser amount of the Product. COMPLAINTS REGARDING THE LESSER AMOUNT WILL BE RECEIVED BY THE SELLER IN WRITING WITHIN 48 (FORTY-EIGHT) HOURS FROM PRODUCT DELIVERY. THE SELLER WILL BE GIVEN REASONABLE OPPORTUNITY TO INSPECT ANY SHIPMENT ALLEGED BY THE BUYER TO CONTAIN A LESSER AMOUNT.

7.7. Verification of Supply of a Lesser Amount. In the event that the Seller is unable, for any reason, to supply the amounts of the Product agreed to by and between the parties, the Seller may distribute its supply available among its buyers, including the Seller's departments and divisions, to the extent that the Seller deems it fair and feasible, without holding the Buyer liable for any eventually arising noncompliance.

7.8. Responsibility for Unloading. Upon arrival and placement in the truck or a different delivery vehicle (the "**Equipment**") at the point of delivery, the Buyer must promptly unload the Equipment in compliance with all safety protocols and standards adopted by the Seller, being liable, before the Seller and any third parties (including the Seller's contractors) for any damages eventually damages as a result of this load.

8. VIOLATION OF OBLIGATIONS

8.1. Violation of Obligations If the Buyer violates any of the terms agreed to by and between the parties, of the Purchase and Sale Agreement or any other obligation in favor of the Seller, (a) the Seller may opt to postpone any or all shipment or additional acts under the terms agreed to by and between the parties, as well as compliance with any other obligation in favor of the Buyer, until the Buyer solves the violation; and (b) the Seller may, by submitting a written notification to the Buyer describing the violation, suspend the purchase and sale transaction with the Buyer; with the exception that the Buyer will have 10 (ten) days from receipt of the written notification to solve the referred violation

8.2. Assumption of Expenses Incurred in Collection. The Buyer undertakes to pay all costs and expenses, including reasonable attorney's fees, incurred by the Seller in collecting any amount payable by the Buyer to the Seller.

9. INDEMNITY

9.1. Indemnity. THE BUYER WILL INDEMNIFY THE SELLER FOR ANY LIABILITY (WHETHER OBJECTIVE OR SUBJECTIVE) FOR ANY DIRECT OR INDIRECT CLAIM, LOSS, OR EXPENSE, PAYABLE FOR ANY INJURY, DISEASE, OR DEATH OF ANY PERSON (INCLUDING THE EMPLOYEES OF THE

BUYER) OR MATERIAL DAMAGE (INCLUDING THE BUYER'S) ARISING FROM THE TRANSPORT, STORAGE, HANDLING, SALE, USE IN ANY MANUFACTURING PROCESS, OR DISPOSAL OF THE PRODUCT BY THE BUYER.

9.2. Compensation. In addition, failure by the Buyer to make any payment upon maturity, will give the Seller, under the terms of articles 368 et seq. of the Civil Code, the right to compensate for any and all outstanding payment obligations, among other debts owed by the Buyer before the Seller with any outstanding payment obligations or other debts eventually owed by the Seller or any of its affiliates to the Buyer.

9.3. Payment in case of a Lawsuit. FULL LIABILITY OF THE SELLER AND THE EXCLUSIVE APPEAL OF THE BUYER FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE PURCHASE AND SALE AGREEMENT, BASED ON A CIVIL OFFENSE, CONTRACT, OBJECTIVE LIABILITY, OR IN ANY OTHER LEGAL THESIS, ARE EXPRESSLY RESTRICTED TO REPLACING THE NONCONFORMING PRODUCT OR TO THE PAYMENT IN AN AMOUNT LESS THAN THE SPECIFIC PURCHASE PRICE OF THE PRODUCT WITH REGARDS TO WHICH DAMAGES ARE CLAIMED BY DISCRETION OF THE SELLER. THE SELLER WILL NOT BE HELD RESPONSIBLE IN ANY CASE, FOR ANY OTHER DAMAGE, INCLUDING, AMONG OTHERS, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES.

10. MISCELLANEOUS

10.1. Unforeseeable Circumstance and Force Majeure. If the Seller fails to make, or the Purchase refuses to accept, one or more deliveries by the deadlines, due to (a) fire, storm, flood, strike, or lock-outs, among other labor issue, explosion, accident, war or terrorism act, riot, civil commotion, embargo, interference in the regular means of transportation of the Product, or similar circumstances; (b) any regulation, law, or restriction issued by any public institution, commission, board, department, body, or court, among other governmental body of any supranational organization of sovereign states, country, state, province, territory, community, city or another political subdivision (a "**Governmental Authority**"), any confiscation or requisition of the Product by any Governmental Authority, or any mandatory compliance or request of this Product for purposes of national or supranational defense; (c) Seller's inability to obtain any required raw materials, power source, equipment, workforce, or transportation, for prices and under terms considered feasible by the Seller, the Seller's typical sources of supply; or (d) any other cause or contingency outside of the reasonable control of one of the parties (of the same type and nature as the above listed causes or contingencies, and including, among others, mechanical damage and factory downtime), will not subject the party that fails to comply with an obligation to any liability before the other party while the inability of making or accepting a delivery exists. All amounts thus affected may, at the choice of any of the parties, be eliminated from agreements to purchase and

sell the Product(s) without any liability, being clear, however, that all other agreed conditions will remain unaffected.

10.2. Defense in case of Violation of Intellectual Property. The Seller ensures that the process (or the processes) for manufacturing the Product, and the Product itself, do not violate any Brazilian patent. Since the Seller has no control over the use, disposal, subsequent processing, mixing or reaction of any Product with other products, chemical products, or materials by the Buyer (or by third parties), the Buyer assumes full obligation and liability for them, and undertakes to protect, defend, and hold the Seller free and harmless from and against all claims associated with that, including, among others, the generic nature of the above, claims associated with violation of intellectual property rights, patents of processes practiced by the Buyer or patents of products made by the Buyer of any third party.

10.3. Succession. The rights and obligations assumed between the parties will bind and will revert to the benefit of the successors and assignors of the respective parties. For the parties to fully exercise their rights and comply with their obligations arising from these Terms, agreements and any provisions that govern the relationship between the parties and which are necessary to ensure this exercise or compliance (including any obligation accumulated on the date of termination), they will survive after the termination of the Terms and other relevant documentation, as applicable.

10.4. Assignment. The Seller may assign, sublease, subcontract, or novate all or any of its rights, liabilities, or obligations arising from these Terms or from the Purchase and Sale Agreement without the written consent of the Buyer to a third party.

10.5. Non-Exercise of Rights. The non-exercise by any of the parties of any of its rights reserved by reason of the documents that govern the relationship between the parties on a single occasion, will neither have the effects of a waiver, nor will it be interpreted as a waiver, by this party, of its right to exercise it on another occasion, or any other rights eventually reserved by it.

10.6. Waiver of Rights. All waivers must be made by means of a written instrument signed by the party, indicating the waiver.

10.7. Nullity. In case any of the provisions of the Purchase and Sale Agreement is judged invalid or unenforceable, the parties will intend that the provisions remaining in the Purchase and Sale Agreement remain in full force and effect, and that the affected provision or part of it be considered amended in order to be enforceable to the maximum extent possible to reflect as much as possible the economic intentions of the parties, as evidenced by agreements signed by the parties and the provisions of the relevant documentation.

10.8. Third Parties. None of the provisions contained in the Purchase and Sale Agreement will be deemed to create any right of any third party, or on behalf of any third party.

10.9. Governing Law. Both the Purchase and Sale Agreement and all agreements signed by the parties will take effect and be interpreted in accordance with the laws of the Federative Republic of Brazil for the Products delivered in Brazil, though excluding any of the principles of conflict of laws or the provisions of the United Nations Convention on International Agreements for Purchasing and Selling Goods, as amended.