



1. BASIS OF AGREEMENT

- a. The “**Order**” is the offer, made by INEOS Automotive Limited (“**INEOS**”) and/or an Affiliate of INEOS to the supplier (the “**Supplier**”), to purchase products (each a “**Product**”). These terms and conditions are incorporated into the Order (together, the “**Agreement**”).
- b. This Agreement, the Specification and the INEOS Requirements together constitute the entire agreement and understanding of the Parties with respect to their subject matter and supersede any prior drafts, agreements, undertakings, representations, warranties and arrangements of any kind, whether or not in writing, regarding the same.
- c. Except as otherwise agreed in writing between the Parties, the terms of this Agreement, the Specification and the INEOS Requirements apply to the exclusion of the terms of any other document, which may be issued by either Party relating to the purchase and supply of the Products.
- d. Without prejudice to the generality of clause 1.c, any terms or conditions which the Supplier seeks to incorporate into the Order by way of any order acknowledgement, collateral contract or any other means shall not be incorporated into, and shall not apply to, the Order unless expressly accepted in writing by a director of INEOS.

2. TERM

This Agreement shall have full force and effect and be binding upon the Parties from the earlier of:

- a. the date on which the Supplier notifies INEOS that it accepts the Order; and
 - b. the date on which the Supplier commences performance of its obligations under this Agreement,
- and shall continue until the earlier of:
- c. the date on which the Supplier has delivered all Products in accordance with the terms of this Agreement; and
 - d. the date on which this Agreement is terminated in accordance with clauses 15 (*Termination*) or 19.i

(the “**Term**”).

3. GENERAL OBLIGATIONS

- a. The Supplier shall perform its obligations under this Agreement in compliance with, and shall procure that each of its subcontractors and suppliers comply with:
 - i. Applicable Law;
 - ii. IATF 16949:2016 and VDA 6.1;
 - iii. the Supplier’s Insurances;
 - iv. the INEOS Requirements; and
 - v. the Necessary Consents.
- b. The Supplier shall, at its own expense:
 - i. obtain and maintain all Necessary Consents; and
 - ii. obtain and maintain IATF 16949:2016 certification.
- c. If the Supplier fails to obtain or maintain IATF 16949:2016 certification then the Supplier shall notify INEOS as soon as is reasonably practicable of such failure and such failure shall be

deemed to be a material breach of this Agreement for the purposes of clause 15.c.ii.

- d. The Supplier shall not, in its allocation of its resources between different customers, discriminate against INEOS including giving priority to orders placed by other customers with the Supplier over those placed by INEOS and including discrimination based on aggregate volume or value or orders.
- e. The Supplier shall, and shall procure that each of its subcontractors and suppliers, in respect of each document or drawing:
 - i. produced by the Supplier or any of its subcontractors or suppliers under or in connection with this Agreement, include the notice set out in Appendix 1 (*INEOS Notice*) on the relevant document or drawing;
 - ii. issued to the Supplier or to any of its subcontractors or suppliers by or on behalf of INEOS, maintain any notice included on the relevant document or drawing that relates to the ownership of the relevant document or drawing and/or relevant confidentiality requirements.

4. SALE OF THE PRODUCTS

The Supplier shall supply the Products to INEOS, as required to fulfil the Order, in accordance with the terms of this Agreement and the Order.

5. SHIPPING, BILLING AND CERTIFICATION

- a. The Supplier shall:
 - i. properly pack, mark and ship Products in accordance with the INEOS Requirements and with relevant carriers in a manner to secure lowest transportation cost;
 - ii. route shipments in accordance with instructions from INEOS (whether included in the Order or relevant All Time Buy Order (as applicable) or otherwise);
 - iii. make no charge for: (A) handling, packaging, storing or transporting goods; (B) protective packaging; (C) material; (D) delivery of Products to various plants in special racks/different container types; or (E) re-assignment of any type of container unless otherwise stated in the Order or relevant All Time Buy Order (as applicable); and
 - iv. promptly provide the bill of lading or other shipping receipt for each shipment to INEOS.
- b. The Supplier shall include correct identification of the Products shipped and any applicable carrier’s requirements on bills of lading or other shipping receipts. The marks on each package and identification of the Products on packing slips, bills of lading and invoices shall be sufficient to enable INEOS to easily identify the Products contained therein.
- c. The Supplier shall provide INEOS with sufficient warning and notice in writing (including appropriate labels on Products, containers and packing) of any hazardous material which is a raw material in, or a part of, any of the Products, together with such special handling instructions as may be necessary to advise carriers, INEOS, and their respective employees, of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Products, containers and packing shipped to INEOS.
- d. The Supplier shall, as soon as is reasonably practicable, inform INEOS if any Product is, or any materials, components or works



forming part of any Product are, not manufactured in the European Union and in such cases shall supply INEOS with documentary evidence of origin certified by the appropriate authorities.

- e. The Supplier shall apply an effective batch coding system to each Product supplied pursuant to this Agreement so that such Product can be readily identified in the event of a Recall.
- f. If requested by INEOS from time to time, the Supplier shall promptly provide to INEOS:
 - i. a list of all raw materials, substances, components or parts in the Products;
 - ii. the amount of all such raw materials, substances, components or parts; and
 - iii. information concerning any changes in or additions to such raw materials, substances, components or parts,

in each case in such form and detail as INEOS may direct.

6. DELIVERY AND TITLE

- a. The Supplier shall deliver the Products at the delivery location set out in the Order or relevant All Time Buy Order (as applicable) in accordance with either:
 - i. FCA Incoterms® 2010; or
 - ii. DDP Incoterms® 2010,

as specified in the Order or relevant All Time Buy Order (as applicable) and the applicable terms shall, unless otherwise expressly agreed by the Parties, be incorporated into the Order or relevant All Time Buy Order (as applicable) save to the extent inconsistent with this Agreement's, or the Order's or relevant All Time Buy Order's (as applicable), express terms.

- b. The Supplier shall procure that title to each Product passes to INEOS free from liens and encumbrances upon collection by, or on behalf of, INEOS at the delivery location set out in the Order or relevant All Time Buy Order (as applicable).
- c. The Supplier shall deliver the Products at the dates and times set out in the Order or relevant All Time Buy Order (as applicable).
- d. If INEOS requires delivery of:
 - i. any Products at a date or time earlier than the date or time set out in the Order or relevant All Time Buy Order (as applicable); or
 - ii. a greater quantity of any Product than set out in the Order or relevant All Time Buy Order (as applicable),

then the Supplier shall use reasonable endeavours to perform delivery of the relevant Products at such earlier date or time or supply such greater quantity of the relevant Product.

- e. Timely delivery in accordance with the Order or relevant All Time Buy Order (as applicable) is a material condition of this Agreement. If the delivery dates or times as set out in the Order or relevant All Time Buy Order (as applicable) cannot be met, then the Supplier shall promptly:
 - i. notify INEOS of such fact; and
 - ii. provide INEOS with such information as INEOS requires (acting reasonably) as to: (i) the cause of such failure to meet delivery dates or times; and (ii) the mitigating actions the Supplier proposes to take,

and INEOS may require the Supplier to accelerate delivery of the relevant Products at the Supplier's sole risk and expense.

- f. INEOS shall not be required to make payment for Products delivered to INEOS that are in excess of quantities specified in the Order or relevant All Time Buy Order (as applicable) except to the extent such excess quantity was requested by INEOS under clause 6.d.ii.
- g. INEOS may return over-shipments of Products to the Supplier at the Supplier's own risk and the Supplier shall pay to INEOS such amount as will reimburse INEOS for any costs incurred in connection with such return shipments.

7. CONFLICT

If the Supplier becomes aware of any ambiguity, discrepancy, conflict or inconsistency in any obligation or standard in this Agreement or between any such obligation or standard and another such obligation or standard, then the Supplier shall notify INEOS of such ambiguity, discrepancy, conflict or inconsistency and INEOS shall, as soon as is reasonably practicable following receipt of the relevant notice, issue an instruction to the Supplier informing it which obligation or standard shall prevail. In each case, compliance by the Supplier with the prevailing obligation or standard shall be deemed not to breach the relevant ambiguous, discrepant, conflicting or inconsistent obligation or standard.

8. PAYMENT

- a. The price for any Product shall be the price set out in the Order (the "Price") and, unless stated otherwise in the Order, shall be interpreted as being inclusive of all taxes, levies, duties or imposts including value added tax, any similar sales tax or any tax that replaces such sales taxes.
- b. The Supplier shall, no earlier than delivery of Products in accordance with the terms of the Agreement and the Order or relevant All Time Buy Order (as applicable), submit an invoice to INEOS in respect of such Products for an amount calculated by reference to the Price for each such Product and the quantity of each such Product delivered in accordance with the terms of the Agreement and the Order or relevant All Time Buy Order (as applicable).
- c. Subject to clauses 8.d, 8.g and 12.d, unless alternative payment terms are specified in the Order or relevant All Time Buy Order (as applicable), INEOS shall pay to the Supplier an amount equal to the amount set out in any invoice received in accordance with clause 8.b (excluding any amount which is the subject of a bona fide Dispute by INEOS) no later than the first Friday after the date that is sixty (60) days after the last calendar day in the month in which INEOS receives the relevant invoice provided that time for payment shall not be of the essence of the Agreement.
- d. If the relevant Friday under clause 8.c for any invoice is not a Business Day, then the due date for payment shall be the next Business Day after that Friday.
- e. The Supplier agrees to accept payment of the Price by electronic transfer of funds.
- f. INEOS may request, at any time, that the Supplier warrants in writing, on Supplier headed paper and signed by a director of the Supplier, that any Product has been delivered free from any liens, encumbrances and claims and may withhold payment of any amount payable under this Agreement until such confirmation is received by INEOS.
- g. If INEOS makes a request under clause 8.f, then the due date for payment of the Price for the relevant Products shall be extended by a period equal to the period commencing on, and including,



- the date on which INEOS makes the relevant request and ending on, but excluding, the date on which INEOS receives the relevant confirmation from the Supplier.
- h. If any sum payable under this Agreement is not paid on or before the due date for payment, then without prejudice to either Party's rights under this Agreement, the Party due to receive the payment shall be entitled to charge the other Party interest on that sum at two per cent. (2%) per annum above the Barclays Bank plc base rate from and including the due date until but excluding the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- i. The Supplier shall not suspend deliveries as a result of any sums payable under this Agreement being outstanding.
- 9. CHANGES AND PRODUCT DEVELOPMENT**
- a. The Supplier shall not, and shall procure that its subcontractors and suppliers do not, make, incorporate or otherwise implement any Change other than in accordance with this clause 9 (*Changes and Product Development*).
- b. Either Party shall be entitled at any time to request a Change by submitting a Change Request to the other Party.
- c. If either Party submits a Change Request under clause 9.b, then INEOS shall, no later than fourteen (14) days after submission of the relevant Change Request, determine if the relevant Change should be further evaluated or not and notify the Supplier of its decision.
- d. If INEOS decides under clause 9.c that a Change should be further evaluated, then INEOS shall, within seven (7) days of the relevant decision under clause 9.c, establish a team to evaluate the relevant Change comprised of such persons as INEOS considers (acting reasonably) to be relevant for the purposes of evaluating the relevant Change (each an "**Evaluation Team**").
- e. The Supplier shall, at the request of any Evaluation Team, cooperate with, assist and support the relevant Evaluation Team with its evaluation of the relevant Change and, unless otherwise expressly agreed in writing by each Party, such cooperation, assistance and support shall be at the Supplier's sole cost and expense.
- f. An Evaluation Team shall, in respect of the relevant Change Request:
- i. carry out an assessment of the technical, financial and commercial impact of the relevant Change which may include considering, amongst other relevant considerations, the details of the changes contemplated in the relevant Change Request and the impact (if any) of such changes on any Product, Specification or Price or the Order or relevant All Time Buy Order (as applicable) (an "**Evaluation Team Assessment**"); and
 - ii. provide the relevant Evaluation Team Assessment to such representatives of INEOS as are authorised to make a final determination in respect of the relevant Change Request.
- g. Subject to clause 9.i, INEOS shall, no later than seven (7) days after an Evaluation Team Assessment being provided to the relevant representatives of INEOS under clause 9.f.ii: (i) determine whether the relevant Change is approved (in whole or in part), rejected (in whole or in part) or should be considered further by the relevant Evaluation Team; and (ii) notify the Supplier of its decision.
- h. If INEOS determines that a Change should be considered further by the relevant Evaluation Team, then clauses 9.f and 9.g shall apply in respect of such further consideration with the necessary changes.
- i. If a Change is requested that impacts the cost of a Product, then:
- i. the wording 'no later than seven (7) days' in clause 9.g shall read 'as soon as is reasonably practicable';
 - ii. the Parties shall enter into good faith discussions to agree the required amendments to the Price of the relevant Product to reflect the impact of the relevant Change provided that such amendments may amend the Price only to the extent necessary to reflect the costs directly incurred or saved (as the case may be) as a result of the relevant Change as such costs may be demonstrated by the Supplier to the satisfaction of INEOS (acting reasonably) (an "**Agreed Price Amendment**"); and
 - iii. any approval (in whole or in part) of the relevant Change by INEOS under clause 9.g must be consistent with the relevant Agreed Price Amendment.
- j. If INEOS approves a Change (in whole or in part) in accordance with clause 9.g, then:
- i. with effect from the date on which INEOS submits the relevant notice to the Supplier under clause 9.g, the Agreement shall be deemed to be amended to implement the relevant Change approved (in whole or in part) by INEOS under clause 9.g; and
 - ii. the Parties shall execute such further documents as may be necessary to give effect to such Change.
- k. The Supplier shall continue to supply the Products to INEOS, as required to fulfil the Order or relevant All Time Buy Order (as applicable), in accordance with the terms of this Agreement and the Order or relevant All Time Buy Order (as applicable) until a Change has been implemented in accordance with this clause 9 (*Changes and Product Development*).
- l. INEOS and the Supplier shall work together in good faith with a view to:
- i. reduce the cost to the Supplier of producing the Products;
 - ii. improve the Products in both manufacture and assembly including the ease and cost of manufacture and assembly;
 - iii. improve the ease and cost of integrating and incorporating the Products into the Vehicle; and
 - iv. reduce the incidence of warranty claims arising from or in relation to the Products,
- and the Price shall be deemed to be amended to apply the net benefit of any cost reductions.
- 10. SUPPLIER QUALITY ASSURANCE**
- The Supplier shall, if requested by INEOS and at the Supplier's sole cost, arrange for INEOS to enter the Supplier's facilities (or any facilities of its subcontractors or suppliers) as soon as is reasonably practicable following the relevant request and at reasonable times, to inspect or test such facilities or any Products, materials or property of INEOS held at such facilities. INEOS' inspection of the Products, whether during manufacture, prior to delivery or after delivery, shall not constitute



acceptance of any work-in-progress or finished Products and shall not prejudice the Supplier's obligations under this Agreement.

notice from INEOS under this clause 12.b and INEOS shall permit the Supplier to carry out any such inspection.

11. WARRANTY

- a. The Supplier represents and warrants to INEOS that:
 - i. it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement and the transactions contemplated by it; and
 - ii. it is a limited liability corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation and, if relevant under such laws, in good standing;
 - iii. it conducts its business in a manner that is consistent with all Applicable Law; and
 - iv. no Insolvency Event has occurred in respect of it or in respect of any of its Affiliates.
- b. Each of the representations and warranties set out in clauses 11.a, 16.h, 20 (*Anti-Bribery and Corruption*) and 21.b survive the execution of this Agreement and are given on an on-going basis throughout the Term.
- c. At the time of delivery of any Product, the Supplier shall be deemed hereby to warrant that:
 - i. such Product shall, at all times during the Warranty Period, conform to the Specification and shall be of satisfactory quality, of good material and workmanship and free from defects in material and workmanship;
 - ii. such Product shall, at all times during the Warranty Period, conform to this Agreement and the Order or relevant All Time Buy Order (as applicable) and to all applicable safety requirements; and
 - iii. it knows of INEOS' intended use of such Product (as components for a motor vehicle for sale and use in various territories throughout the world including the United States of America (including the use of such components as spare parts or service parts in respect of such vehicle)) and expressly warrants that such Product shall, at all times during the Warranty Period, be fit and sufficient for the particular purposes intended by INEOS.
- d. Any Product (or part thereof) repaired, modified or reinstated by the Supplier in accordance with clause 12.d, or any replacement Product, shall be deemed to be warranted by the Supplier in accordance with clause 11.c and, for these purposes, the Warranty Period shall be deemed to commence on the date on which the relevant Product is replaced, repaired, modified or reinstated such that it conforms with the terms of this Agreement (including the Specification) and the Order or relevant All Time Buy Order (as applicable) and, if applicable, delivered to INEOS in accordance with this Agreement and the Order or relevant All Time Buy Order (as applicable).

- c. Payment for any Non-conforming Product shall not: (i) constitute an acceptance thereof or a waiver of any claims in respect thereof; (ii) limit or impair INEOS' right to assert any legal or equitable remedy in respect thereof; or (iii) relieve the Supplier's responsibility for latent defects in respect thereof.
- d. If any Product is a Non-conforming Product, then INEOS may request that the Supplier replaces, repairs, modifies or reinstates, in each case at the Supplier's expense, the relevant Product so that it conforms with the terms of this Agreement (including the Specification) and the Order or relevant All Time Buy Order (as applicable) and the due date for payment of any invoice in respect of the relevant Product shall be the date that is sixty (60) days after the date on which the relevant Product is replaced, repaired, modified or reinstated such that it conforms with the terms of this Agreement (including the Specification) and the Order or relevant All Time Buy Order (as applicable) and, if applicable, delivered to INEOS in accordance with this Agreement and the Order or relevant All Time Buy Order (as applicable).
- e. If, in INEOS' reasonable opinion:
 - i. the relevant Non-conforming Product cannot be repaired, replaced, modified or reinstated, such that it conforms with the terms of this Agreement (including the Specification) and the Order or relevant All Time Buy Order (as applicable), within a reasonable period;
 - ii. the Supplier fails to replace, repair, modify or reinstate the relevant Non-conforming Product within a reasonable period; or
 - iii. any replacement, repair, modification or reinstatement of the relevant Non-conforming Product may cause disruption to INEOS' operations,

then INEOS may:

- iv. return the Non-conforming Product to the Supplier at the Supplier's risk, following which the Supplier shall pay to INEOS such amount as will reimburse INEOS in full for the relevant Non-conforming Product and any costs incurred by INEOS in returning the relevant Non-conforming Product; or
- v. carry out, or procure that a third party carries out, such works as may be necessary to make the relevant Non-conforming Product conform with the terms of this Agreement (including the Specification) and the Order or relevant All Time Buy Order (as applicable) and the Supplier shall pay to INEOS such amount as will reimburse INEOS in full for the costs and expenses incurred by INEOS in carrying out, or engaging a third party to carry out, such works,

and INEOS may refuse to accept any further deliveries or instalments of the Products or any part thereof.

12. NON-CONFORMING PRODUCTS

- a. INEOS shall not be required to inspect the Products prior to their use.
- b. If, in INEOS' reasonable opinion, any Product is a Non-conforming Product, then INEOS shall notify the Supplier as soon as is reasonably practicable after discovering such suspected non-conformity. The Supplier may (at its own expense) inspect the relevant Product within ten (10) Business Days of the relevant

13. RECALLS

- a. The Supplier shall (at its own cost) co-operate fully with INEOS, and provide all reasonable assistance to INEOS, in the event of any Recall.
- b. The Supplier shall pay to INEOS such amount as will reimburse INEOS for all costs and expenses incurred by INEOS in remedying the relevant INEOS products in connection with a Recall to the extent that the relevant Recall arose as a result of,



or in connection with, any defect in a Product supplied under this Agreement.

- c. If INEOS, in connection with a Recall: (i) provides an extended warranty for the relevant INEOS product; (ii) provides customer incentives to increase the Recall completion rate; or (iii) takes other actions, then the Supplier shall pay INEOS such amount as will reimburse INEOS for any costs and expenses incurred by INEOS in connection with such actions (the "**Recall Costs**").
- d. INEOS shall provide an update to the Supplier on the Recall Costs at least once every week during the relevant Recall.
- e. If a Recall is commenced, then the Parties shall seek in good faith to agree a schedule for payments to INEOS under clauses 13.b and 13.c (each such schedule being a "**Payment Schedule**").
- f. If, in respect of a Recall, a Payment Schedule:
 - i. is agreed between the Parties, then INEOS shall invoice the Supplier, and the Supplier shall pay INEOS, in accordance with the relevant Payment Schedule; or
 - ii. is not agreed between the Parties on or before the date that is ten (10) Business Days after the relevant Recall is commenced, then INEOS may:
 - (A) submit an invoice to the Supplier for up to fifty per cent. (50%) of INEOS' projection of the total amount that shall be payable under clauses 13.b and 13.c in respect of the relevant Recall; and
 - (B) submit an invoice to the Supplier, up to once in each quarter following the first payment in respect of the relevant Recall under this clause 13.f.ii, in respect of any amount payable under clauses 13.b and 13.c in excess of the amount already paid by the Supplier under this clause 13.f.ii,

and in each case the Supplier shall pay to INEOS an amount equal to the amount set out in any such invoice within ten (10) Business Days of receipt of the relevant invoice.

- g. Neither Party shall be deemed to have admitted that the amount of any interim payment of an amount payable under clauses 13.b and 13.c is the amount for which the Supplier shall ultimately be liable to pay INEOS under clauses 13.b and 13.c. INEOS' rights under this clause 13 (*Recalls*) are in addition to any other rights that it may have to recover from the Supplier for any Non-conforming Product. Neither Party shall be deemed to have waived any right it might have against the other Party relating to any Non-conforming Product.

14. SERVICE PARTS

- a. If, at any time, the Supplier intends to cease production of any Product, then the Supplier shall:
 - i. notify INEOS of such intent; and
 - ii. not, without INEOS' express written approval, cease production of that Product before the date that is two (2) years after the date on which the Supplier notifies INEOS in accordance with this clause 14.a.
- b. INEOS may, at any time following receipt of a notice under clause 14.a.i or 15.b:
 - i. submit an order for the relevant Product to the Supplier for an 'all time buy' and such order shall be for a quantity

of the relevant Product up to, and including, an amount equal to the quantity of the relevant Product required by INEOS to satisfy service requirements for the longer of fifteen (15) years or such other period as may be required by Applicable Law from time to time (an "**All Time Buy Order**"); and/or

- ii. notify the Supplier that INEOS wishes to purchase any or all of the tooling associated with the relevant Product (a "**Tooling Purchase Notice**").
- c. If INEOS places an All Time Buy Order under clause 14.b.i then, subject to clause 14.e, the Supplier shall be deemed to accept that All Time Buy Order and the Supplier shall sell and supply to INEOS, and INEOS shall purchase from the Supplier, the relevant Product to INEOS, as required to fulfil that All Time Buy Order, in accordance with the terms of that All Time Buy Order and the terms of this Agreement shall apply to that All Time Buy Order.
- d. If INEOS submits a Tooling Purchase Notice under clause 14.b.ii, then the Supplier shall sell and supply to INEOS, and INEOS shall purchase from the Supplier, the relevant Tooling at a price and on terms to be agreed between the Parties (each acting reasonably)
- e. The price for a Product for the purposes of an All Time Buy Order shall be (subject to any express agreement between the Parties to the contrary) the Price as at the date the relevant All Time Buy Order is submitted to the Supplier under clause 14.b.i.
- f. If the Supplier issues a notice under clause 14.a.i or 15.b, then the Supplier shall, if requested by INEOS:
 - i. cooperate diligently with INEOS to identify an alternative supplier for the relevant Product who is acceptable to INEOS; and
 - ii. identify the Supplier's component-part and raw-material suppliers relating to the relevant Product.

15. TERMINATION

- a. INEOS may, at any time, terminate this Agreement for convenience by giving not less than six (6) months' written notice to the Supplier.
- b. The Supplier may, at any time, terminate this Agreement for convenience by giving not less than twenty-four (24) months' written notice to INEOS.
- c. INEOS may terminate this Agreement, with immediate effect by giving written notice to the Supplier if:
 - i. the Supplier is in breach of any of the terms of this Agreement, including breach of any of the warranties given, or deemed to be given, by the Supplier under this Agreement and INEOS has served a written notice on the Supplier specifying such breach and requiring the Supplier to remedy such breach within a period of thirty (30) days (or such longer period as agreed by the Parties) and such breach has not been remedied within such period;
 - ii. the Supplier is in material breach of any of the terms of this Agreement, including material breach of any of the warranties given, or deemed to be given, by the Supplier under this Agreement;
 - iii. the Supplier fails to deliver Products as specified by INEOS and as agreed between the Parties;



- iv. the Supplier fails to make progress so as to endanger timely and proper delivery of the Products and does not correct such failure within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from INEOS specifying such failure; or
 - v. an Insolvency Event occurs in respect of the Supplier.
- d. The Supplier may terminate this Agreement by giving written notice to INEOS if INEOS fails to pay, on or before the relevant due date for payment, any amount properly due under this Agreement (excluding any amount which is the subject of a bona fide Dispute by INEOS) provided that the outstanding amount(s) remain(s) unpaid on the date falling thirty (30) days after receipt by INEOS of a demand from the Supplier advising INEOS that it intends to terminate this Agreement unless INEOS pays the outstanding amount(s) without further delay.
- e. Upon termination of this Agreement under clause 15.a, 15.b, 15.c.i to 15.c.iv (inclusive), 15.d or 19.i, INEOS shall pay to the Supplier any payment which would have become due in respect of the period up to and including the date on which this Agreement terminates, and any other due and unpaid payment at the date of such termination.
- f. If this Agreement is terminated by INEOS under clause 15.c or 19.i, then the Supplier shall pay INEOS:
- i. any unpaid payments at the date of such termination;
 - ii. all reasonable costs of procuring and engaging an alternative supplier to perform the supply contemplated under this Agreement;
 - iii. any costs, expenses, losses and/or damages incurred by INEOS under any third-party agreement arising out of or in connection with the Products; and
 - iv. any other costs, losses, liabilities or expenses directly arising out of or in connection with the termination of this Agreement,

and, in respect of clauses 15.f.ii to 15.f.iv (inclusive), INEOS shall use reasonable endeavours to mitigate such costs, losses, liabilities or expenses.

- g. On any termination or expiry of this Agreement:
- i. except in respect of termination of this Agreement under clause 15.a, 15.b or 15.d, INEOS shall be entitled to cancel some or all of the Order or relevant All Time Buy Order (as applicable) without liability;
 - ii. except in respect of termination of this Agreement under clause 15.d, INEOS shall be entitled to compel the Supplier to continue to fulfil some or all of the Order or relevant All Time Buy Order (as applicable) as required by INEOS (and comply with the terms of this Agreement, which terms shall continue for the purposes of the Order or relevant All Time Buy Order (as applicable)); and
 - iii. in addition:
 - (A) INEOS shall have the option to buy all Products and work in progress (not already owned by INEOS) and, if INEOS exercises such option, then the Supplier shall sell, and transfer title and possession to, such Products and work in progress to INEOS. The price of any work in progress shall reflect the degree of completion of manufacture of such Products;

(B) all rights and licences granted by INEOS pursuant to this Agreement shall cease, save to the extent required to enable the Supplier to fulfil any obligations under this Agreement which survive termination or expiry of this Agreement;

(C) the Supplier shall take all actions necessary to protect INEOS' property in the possession of the Supplier or its suppliers and subcontractors; and

(D) the Supplier shall cooperate with INEOS (including attending meetings as requested by INEOS from time to time) to ensure a smooth handover to a new supplier and to minimise production disruption during that handover.

- h. The Supplier shall be liable for all direct, indirect, incidental and consequential losses, costs, and expenses incurred by INEOS resulting from any failure by the Supplier to comply with any of the requirements of this Agreement, or from termination by INEOS under clause 15.c or 19.i, and any termination or expiry of this Agreement shall not relieve the Supplier from such liability.

16. INTELLECTUAL PROPERTY

- a. Nothing in this Agreement shall transfer ownership of Background IP from or to any Party. No rights or licences in IP are granted save as expressly set out in this Agreement.
- b. All Foreground IP shall, as of its creation, vest in and become the absolute property of INEOS. The Supplier shall transfer, or shall ensure the transfer of, any Foreground IP to INEOS with full title guarantee and the Supplier shall take all necessary actions, or shall ensure that the necessary actions are taken (including signing any documents), to ensure that such Foreground IP vests in full with INEOS in accordance with this clause 16.b.
- c. Subject to the Supplier having complied with its obligations under clause 16.b, INEOS grants to the Supplier for the Term, a non-exclusive and irrevocable (in each case during the Term), non-transferable, personal licence to use INEOS' IP (including the Foreground IP) to the extent necessary for fulfilling the Supplier's obligations under this Agreement.
- d. The Supplier shall, in using any of INEOS' IP in accordance with clause 16.c, comply with any guidelines (including branding guidelines) provided by INEOS to the Supplier, or posted by INEOS on its website, from time to time.
- e. The Supplier hereby grants to INEOS a non-exclusive, perpetual, irrevocable, royalty-free, sublicensable licence of the Supplier's IP incorporated into, or required in connection with the use and enjoyment of, the Products supplied to INEOS under this Agreement. The foregoing licence shall include the right to use, market, sell, keep, import, repair, maintain, develop, modify and overhaul the Products, and the right to use and incorporate them with or in any other product or service.
- f. The Supplier shall not use any of INEOS' IP for any purpose other than fulfilling its obligations to INEOS under this Agreement.
- g. The Supplier shall not assist any other person to do or omit to do anything to diminish the IP belonging to, or provided to the Supplier by, INEOS or impair any registration of such IP.
- h. The Supplier represents and warrants to INEOS that the Products, and the use of the Products by INEOS and any subsequent owner of the Products, shall not infringe any third-party IP. The Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach of the foregoing warranty. Upon



reasonable request in writing, the Supplier shall provide to INEOS all information in its possession on licences by third parties to the Supplier where the Supplier uses the third-party IP in order to supply the Products.

17. TECHNICAL INFORMATION

The Supplier shall, contemporaneously with the delivery of any Product under this Agreement, provide INEOS with all Technical Information for that Product in such a format as may be specified by INEOS from time to time or, if INEOS does not so specify a format, in such a format as is reasonable for the provision of such information.

18. LIABILITY

- a. Subject to clause 18.b, INEOS shall not be liable under or in connection with this Agreement (whether as a result of breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, indemnity, termination or otherwise) for any loss of profits, loss of use, loss of production, loss of contracts or any indirect or consequential losses or damage suffered by the Supplier or any third party.
- b. Nothing in this Agreement shall limit or exclude the liability of either Party for:
 - i. death or personal injury resulting from negligence;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

19. FORCE MAJEURE

- a. Subject to clause 19.b, "**Force Majeure Event**" means any event or occurrence which could not have been prevented, overcome, avoided or foreseen by, which is beyond the control of, and did not arise as a result of any fault or negligence on the part of, the party claiming the event as a Force Majeure Event including, provided that the foregoing requirements are satisfied, acts of God, governmental act, fires, floods, windstorms, explosions, riots, natural disasters, wars sabotage or civil commotion.
- b. The following events or circumstances shall not be, or be deemed to be, a Force Majeure Event:
 - i. failure of either INEOS or the Supplier to perform any of their respective obligations under this Agreement which contributed to the occurrence of an event which would be a Force Majeure Event but for this clause 19.b.i;
 - ii. any failure by either INEOS or the Supplier to reach agreement with a third party;
 - iii. any failure, or delay, in performance by a subcontractor or supplier (unless it would be excused for reasons of a Force Majeure Event if the subcontractor or supplier was a party to this Agreement);
 - iv. lack of funds for any reason or inability to use available funds for any reason; or
 - v. failure of either INEOS or the Supplier to make any payment of money in accordance with its obligations under this Agreement.
- c. Neither Party (the "**Claiming Party**") shall be liable under this Agreement for any delay or non-performance of its relevant obligations under this Agreement to the extent that, and for such period as, the Claiming Party is prevented from performing such obligations under this Agreement, in whole or in part, as a result of a Force Majeure Event.

- d. Notwithstanding clause 19.c, the Claiming Party shall continue to perform all of its obligations under this Agreement, which are not affected by Force Majeure, in accordance with this Agreement.
- e. The Claiming Party shall, within three (3) days after becoming aware of the Force Majeure Event, notify the other Party of the nature, extent, effect and likely duration of the event.
- f. In addition, the Claiming Party shall:
 - i. use reasonable endeavours to prevent and minimise the effect of the relevant event on the performance of its obligations under this Agreement (this shall include having recourse to alternate acceptable sources of services, materials and equipment);
 - ii. provide the other Party with weekly updated reports as to the nature of the delay and its effect upon the time of performance; and
 - iii. use reasonable endeavours to ensure resumption of the normal performance of its obligations under this Agreement after the termination of any Force Majeure Event and shall perform its obligations to the maximum extent practicable and agreed between the Parties.
- g. If the Supplier is prevented from performing its obligations under this Agreement by a Force Majeure Event, then:
 - i. INEOS may reduce the quantity of Products set out in the Order or relevant All Time Buy Order (as applicable), without any liability to the Supplier; and
 - ii. if requested by INEOS, the Supplier shall, within five (5) days provide adequate assurances to INEOS that any delay attributable to the relevant Force Majeure Event shall not exceed thirty (30) days or notify INEOS that such assurances cannot be given.
- h. Within fourteen (14) days following the cessation of any Force Majeure Event, the Claiming Party shall submit to the other Party reasonable proof of the nature of the delay and its effect upon the time of performance of its obligations under this Agreement.
 - i. If:
 - i. any delay attributable to a Force Majeure Event continues for thirty (30) or more consecutive days or sixty (60) non-consecutive days in any twelve (12) month period; or
 - ii. the Supplier fails to respond to a request from INEOS under clause 19.g.ii or notifies INEOS under clause 19.g.ii that it cannot give the requested assurances,
 then INEOS may terminate this Agreement with immediate effect by giving written notice to the Supplier.

20. ANTI-BRIBERY AND CORRUPTION

- a. The Supplier warrants and undertakes to INEOS that in connection with the entry into, and performance of its obligations under, this Agreement or in any dealing relating to INEOS:
 - i. it shall not commit any offence under all applicable anti-money laundering legislation (including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002), sanctions and anti-corruption legislation (including the Bribery Act) (the "**Legislation**") and it shall not, and shall procure that its Associated Persons shall not, engage in any activity,



practice or conduct which would otherwise constitute an offence under the Legislation;

Slavery employed or used within its business or in its supply chains.

- ii. in the event that the Supplier becomes aware of: (i) any bribery or fraudulent or dishonest activity by it or its Associated Persons; (ii) any breach of this clause 20 (*Anti-Bribery and Corruption*) by the Supplier or its Associated Persons; or (iii) any facts, matters or circumstances that could give rise to a reasonable suspicion of (i) or (ii), it shall immediately notify INEOS in writing and shall cooperate fully with INEOS in an investigation of such bribery or fraudulent or dishonest activity or such breach;
 - iii. it has and shall maintain in place adequate procedures, as referred to in section 7(2) of the Bribery Act (and any guidance issued by the Secretary of State under section 9 of the Bribery Act from time to time), designed to prevent Associated Persons from undertaking any conduct which would constitute an offence under the Bribery Act;
 - iv. it shall procure that its Associated Persons adhere to the obligations as are placed on the Supplier under this clause 20 (*Anti-Bribery and Corruption*) as if such Associated Persons were parties hereto and procure that any Associated Person appointed by the Supplier in connection with this Agreement shall give an undertaking in the same form as set out in clauses 20.a.i and 20.a.ii for the direct benefit of INEOS; and
 - v. it shall, from time to time, at the reasonable request of INEOS, confirm in writing that the Supplier has complied with its obligations under this clause 20 (*Anti-Bribery and Corruption*) and shall provide any information reasonably requested by INEOS in support of such compliance.
- b. To the extent permitted by law, the Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach by the Supplier of its warranties and undertakings in clause 20.a.

21. ANTI-SLAVERY AND HUMAN TRAFFICKING

- a. The Supplier shall:
- i. ensure that it, and its Associated Persons, shall not employ or use any form of forced, bonded or compulsory labour or other forms of slavery or human trafficking ("**Modern Slavery**");
 - ii. take appropriate steps to ensure that there is no form of Modern Slavery employed or used within its business or in its supply chains or the business or supply chains of its Associated Persons;
 - iii. ensure that it, and its Associated Persons, co-operate with any compliance audit or investigation by INEOS and provide all reasonable information and assistance requested upon an investigation or inquiry directed to INEOS in respect of matters relating to Modern Slavery; and
 - iv. promptly inform INEOS if the Supplier becomes aware of any breach of this clause 21 (*Anti-Slavery and Human Trafficking*).
- b. The Supplier warrants that neither it, nor any of its Associated Persons, employ or use any form of Modern Slavery and have taken appropriate steps to ensure that there is no form of Modern

22. INSURANCE

- a. The Supplier undertakes to take out and maintain at all times during the Term, and for six (6) years following termination or expiry of this Agreement, at its own cost with an insurer of good financial standing and repute (and, where available, on a claims occurring basis):
- i. employers' liability insurance (with cover of no less than £10,000,000) as required by Applicable Law, including cover for legal liability to make payment in respect of death, personal injury and/or disability of Supplier personnel and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;
 - ii. public liability insurance (including damage to property) (with cover of no less than £5,000,000) including as a result of the acts or omissions of the Supplier, Supplier personnel and/or subcontractors and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;
 - iii. professional indemnity insurance (with cover of no less than £5,000,000);
 - iv. product liability insurance (with cover of no less than £5,000,000) or such other coverage required by INEOS from time to time;
 - v. first and third party product recall insurance (with cover of no less than £5,000,000) or such other coverage as may reasonably be required by INEOS from time to time; and
 - vi. such other insurances as: (A) are required by Applicable Law from time to time; or (B) a prudent manufacturer and/or supplier of goods similar to the Products would procure and maintain

(the "**Supplier's Insurances**").

- b. The Supplier shall, at INEOS' request from time to time, provide to INEOS such documents and/or information relating to any Supplier's Insurance as INEOS may require including certificates of insurance and receipts or other evidence of premiums paid.
- c. Without limiting clause 22.a, each Supplier's Insurance shall:
- i. not be invalidated by any breach of a policy term by the Supplier, including a failure to pay any premium due, without the insurer first giving at least ten (10) Business Days' notice to the Supplier to cure the breach, and copying the notice to INEOS;
 - ii. not be rescinded or avoided as a result of any innocent or negligent non-disclosure and/or misrepresentation of facts by the Supplier or any agent of the Supplier; and
 - iii. be provided by an insurer of sound financial standing and good reputation within the United Kingdom insurance market.
- d. The Supplier shall procure that the Supplier's Insurances in respect of public and products liability shall each contain an indemnity to principal clause under which INEOS shall be indemnified under such insurances in respect of claims made against INEOS and which arise from the provision by the Supplier of the Products supplied hereunder.



- e. If the Supplier does not take out or maintain any Supplier's Insurance in accordance with this clause 22 (*Insurance*), then INEOS may procure such insurance on the Supplier's behalf and may recover any premia payable in respect of such insurance from the Supplier as a debt due and payable. The Supplier hereby authorises INEOS to act on its behalf for this purpose.
- f. Nothing contained within this clause 22 (*Insurance*) shall limit or reduce the Supplier's liability under or in connection with this Agreement.

23. SET-OFF

INEOS may at any time, without notice to the Supplier, set off any liability of the Supplier to INEOS against any liability of INEOS to the Supplier, in each case to the extent such liability constitutes a liquidated and present claim and has arisen under this Agreement. Any exercise by INEOS of its rights under this clause 23 (*Set-Off*) shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise. INEOS shall, as soon as is reasonably practicable, notify the Supplier of any set-off under this clause 23 (*Set-Off*).

24. CONFIDENTIALITY

- a. Without prejudice to the generality of clause 1.b, the Parties hereby agree that this Agreement supersedes and replaces the non-disclosure agreement (if any) entered into between the Parties in respect of the Project and that such agreement shall terminate on the date of the Agreement.
- b. Each Party undertakes that it shall not at any time disclose to any person any confidential information disclosed to it by the other Party concerning the business or affairs of the other party or any of its Affiliates, including information relating to a Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers ("**Confidential Information**"), except to the extent permitted by clause 24.c.
- c. Each Party may disclose the other Party's Confidential Information:
 - i. to its (and in the case of INEOS, its Affiliates') employees, officers, agents, consultants, advisers or subcontractors ("**Representatives**") who need to know such information for the purposes of carrying out the disclosing Party's obligations under this Agreement, provided that the disclosing Party takes all reasonable steps to ensure that its Representatives are bound by confidentiality obligations equivalent to those contained in this clause 24 (*Confidentiality*). The disclosing Party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause 24 (*Confidentiality*);
 - ii. as may be required by law, court order or by any governmental or regulatory authority or any securities exchange to which the disclosing Party is subject or submits; and
 - iii. to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this clause 24 (*Confidentiality*).
- d. On termination or expiry of this Agreement, each Party shall promptly destroy or return to the other Party the Confidential Information relating to the other Party and any records or copies of the same in whatever form.

- e. Without prejudice to the generality of clauses 24.a to 24.d (inclusive), the Supplier shall not, without INEOS' express written approval:
 - i. in any manner advertise or publish the fact that the Supplier has entered into this Agreement; or
 - ii. use any trademarks or trade names of INEOS in the Supplier's advertising or promotional materials.
- f. Each Party acknowledges that damages alone may not be an adequate remedy for breach of this clause 24 (*Confidentiality*) and that equitable relief may be a more appropriate remedy, without prejudice to any other rights or remedies the applicant Party may have.
- g. The Supplier shall indemnify and hold harmless INEOS from and against any and all claims, damages, losses, penalties, costs and expenses incurred by INEOS and arising from, or in connection with, any breach of this clause 24 (*Confidentiality*) by the Supplier.

25. ASSIGNMENT AND TRANSFER

- a. The Supplier shall not:
 - i. assign (whether absolutely or by way of security (including any redemption upon release of security) and whether legal or equitable), mortgage, charge, or declare a trust in favour of any person over, all or any part of the benefit of, or its rights or benefits under, this Agreement; or
 - ii. novate to any person all or any of its rights and obligations under this Agreement, or otherwise transfer to any person all or any of its rights or obligations under this Agreement,

in each case, without INEOS' express written approval.
- b. INEOS may, without requiring the approval of the Supplier, assign (whether absolutely or by way of security (including any redemption upon release of security) and whether legal or equitable), mortgage, charge, or declare a trust in favour of any person over, all or any part of the benefit of, or its rights or benefits under, this Agreement.
- c. INEOS may novate to any person all or any of its rights or obligations under this Agreement and the Supplier shall, within ten (10) Business Days of a request to do so by INEOS, enter into a deed of novation in a form reasonably proposed by INEOS with the effect of novating this Appointment to such person.

26. AMENDMENT AND WAIVER

- a. Subject to clause 26.b, this Agreement may, unless expressly stated otherwise in this Agreement, be amended, and the terms hereof may be waived, only by written instrument signed by the Parties, or in respect of a waiver, by the Party waiving its rights under this Agreement. Each Party shall be responsible for its own costs (including the fees of its own professional advisers) in relation to any amendment of this Agreement.
- b. The Parties agree that, if INEOS notifies the Supplier of a revised version of these terms and conditions, then this Agreement shall be deemed to be amended by such revisions and the Parties shall execute such further documents as may be necessary to give effect to such amendment.

27. RELATIONSHIP OF THE PARTIES

The Supplier and INEOS are independent contracting parties and nothing in the Agreement shall make either party the agent or legal



representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

28. GOVERNING LAW

This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by, and shall be construed in accordance with, English law.

29. JURISDICTION AND DISPUTES

Any and all Disputes are to be resolved in accordance with the following provisions:

- a. the Parties shall seek to resolve each Dispute through the Negotiation Process; and
- b. if the Dispute is not resolved by the end of the Negotiation Period, then it shall be resolved by arbitration in accordance with clause 31 (*Arbitration*).

30. NEGOTIATION PROCESS

- a. Subject to clause 29 (*Jurisdiction and Disputes*), if a Dispute arises between INEOS and the Supplier, then it shall first be referred to the referees of INEOS and the Supplier as may from time to time be nominated in writing on behalf of INEOS and the Supplier respectively and such persons shall attempt to reach a reasonable and equitable resolution of the matter within ten (10) Business Days of a written request by one Party to the other Party to commence the negotiation process under this clause 30 (*Negotiation Process*).
- b. If a Dispute is not resolved by the Parties under clause 30.a or one or both of the Parties has not nominated its referee for the purposes of clause 30.a at the time of a written request by one Party to the other Party to commence the negotiation process under this clause 30 (*Negotiation Process*), then the Dispute shall be escalated to directors or other senior representatives of the Parties with authority to settle the Dispute who will, within ten (10) Business Days of the end of the period in clause 30.a, meet in a good faith effort to resolve the Dispute (the steps in clause 30.a and this clause 30.b being the "**Negotiation Process**").
- c. If the Dispute is not resolved within twenty (20) Business Days after the written request under clause 30.a being sent, then the process for the resolution of Disputes set out in clause 29 (*Jurisdiction and Disputes*) will apply.

31. ARBITRATION

- a. Subject to clause 29 (*Jurisdiction and Disputes*), any and all Disputes shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (the "**LCIA Rules**"), which are deemed to be incorporated by reference into this clause 31 (*Arbitration*).
- b. For the purposes of any such arbitration:
 - i. the number of arbitrators shall be three;
 - ii. the seat, or legal place, of arbitration shall be London;
 - iii. the language to be used in the arbitral proceedings shall be English; and
 - iv. service of any request for arbitration made pursuant to Rule 1 of the LCIA Rules shall be effective if made by post at the address given for the sending of notices under clause 34 (*Notices*).

- c. The Parties agree that in so far as any provision contained in the LCIA Rules is incompatible with applicable English law, that provision or relevant part of that provision is to be excluded.
- d. The failure of any Party to comply with the Negotiation Process shall not affect the jurisdiction of any tribunal appointed under this Agreement or the validity of any decision of any such tribunal.

32. SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement, and, in such event, the Parties shall use reasonable endeavours to revise the relevant illegal, invalid or unenforceable provision(s) of this Agreement in good faith so as to give effect as closely as possible to the original intentions of the Parties in a manner that is compatible with Applicable Law.

33. DISCREPANCY

- a. Subject to clause 33.b, the Parties agree that this Agreement, the Specification and the INEOS Requirements are intended to be correlative, complementary and mutually explanatory of one another and that the Agreement shall be read as a whole.
- b. If there is any ambiguity, discrepancy, conflict or inconsistency between this Agreement, the Specification and the INEOS Requirements, then subject to clause 7 (*Conflict*), the following order of precedence shall apply:
 - i. first, the Order or relevant All Time Buy Order (as applicable);
 - ii. secondly, the Specification;
 - iii. thirdly, these terms and conditions; and
 - iv. fourthly, the INEOS Requirements.

34. NOTICES

- a. Subject to clause 34.d, any notice, statement, request or any other written communication to be given or made in respect of this Agreement by one Party to the other shall be given or made in writing. If a notice is sent to a postal address in the United Kingdom, it shall be sent by first class recorded delivery post. If a notice is sent to a postal address outside the United Kingdom, it shall be sent by commercial courier.
- b. The notice shall be sent to the appropriate contact as notified by each Party to the other Party from time to time or, if no such contact is notified, to the registered address of the relevant Party.
- c. Subject to clause 34.e, a written notice or other written communication made or delivered by one Party to the other Party under or in connection with this Agreement will be effective only:
 - i. if delivered by hand, on the Business Day of delivery if delivered prior to the end of Working Hours on that Business Day or on the first Business Day after the date of delivery if delivered on a day other than a Business Day or after the end of Working Hours on a Business Day;
 - ii. if sent by commercial courier, five (5) Business Days after despatch;
 - iii. if sent by inland first-class post, five (5) Business Days after being deposited in the post postage prepaid in an



envelope addressed to the relevant Party at the applicable address; or

- iv. if sent by email, only when actually received (or made available) in readable form.
- d. All written communication exchanged between INEOS and the Supplier in the ordinary course under this Agreement shall be made by email to such address as a Party may have notified to the Party sending the email for the purposes of written communication under this clause 34.d provided that, if a Party has not notified the other Party of its address for the purposes of this clause 34.d, then clause 34.a will apply to the relevant written communication until the relevant Party has so notified the other Party.
- e. A notice shall be deemed not to have been sent in accordance with clause 34.c, and shall not take effect, if the notice has been received in a form that is illegible in a material respect.
- f. A notice under or in connection with this Agreement shall not be invalid by reason of any mistake or typographical error or if the contents are incomplete if, in each case, it should have been reasonably clear to the Party on which the notice was served what the correct or missing particulars should have been. In circumstances where a notice is or appears to be incorrect or unclear, the recipient of the notice shall take reasonable steps to ascertain as soon as possible from the sender of the notice the incorrect or unclear information.

35. RECORDS AND QUALITY MANAGEMENT

- a. The Supplier shall:
 - i. keep accurate and complete records in respect of the supply of Products to INEOS, the performance of the Supplier's obligations under this Agreement and any payment made to the Supplier and any claim made by the Supplier, in each case in connection with this Agreement ("**Records**") and retain such Records for a period of not less than fifteen (15) years commencing on the date that is the day after the last delivery of Products to INEOS under this Agreement; and
 - ii. implement (or if already implemented, maintain) and operate a quality management system in accordance with IATF 16949:2016 and VDA 6.1 including in respect of the control of information relating to the performance of the Supplier's obligations under this Agreement.
- b. The Supplier shall, at the reasonable request of INEOS from time to time, provide to INEOS quality management information in respect of the supply of the Products to INEOS.
- c. If requested by INEOS from time to time, the Supplier shall permit INEOS to examine its Records to the extent necessary to verify the performance of the Supplier's obligations under this Agreement. Any such examination shall be made at INEOS' expense by an independent auditor appointed by INEOS provided that, if the audit reveals that the Supplier has not complied with the requirements of this Agreement, then such costs shall be borne by the Supplier and the Supplier shall pay INEOS such amount as will reimburse INEOS for any costs and expenses incurred in connection with the relevant examination. Any examination under this clause 35.c shall be conducted during Working Hours and upon reasonable prior written notice to the Supplier.

36. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

37. SURVIVAL

The termination or expiry of this Agreement for any reason whatsoever shall be without prejudice to the rights or liabilities that may have accrued prior to termination or expiry (as applicable). The provisions of clauses 11 (*Warranty*), 12 (*Non-conforming Products*) to 14 (*Service Parts*) (inclusive), 15.e to 15.h (inclusive), 16 (*Intellectual Property*) to 18 (*Liability*) (inclusive), 20 (*Anti-Bribery and Corruption*) to 24 (*Confidentiality*) (inclusive) and 26 (*Amendment and Waiver*) to 38 (*Definitions and Interpretation*) (inclusive) shall survive termination or expiry of this Agreement (as applicable).

38. DEFINITIONS AND INTERPRETATION

a. In this Agreement, the following words and expressions shall have the following meaning unless otherwise specified:

- "All Time Buy Order"** has the meaning given to that term in clause 14.b.i;
- "Affiliate"** means:
 - (A) in relation to INEOS, any person that directly or indirectly through one or more of its intermediaries, Controls, or is Controlled by, or is under common Control with, INEOS from time to time; and
 - (B) in relation to the Supplier, any person that directly or indirectly through one or more of its intermediaries, Controls, or is Controlled by, or is under common Control with, the Supplier from time to time;
- "Agreement"** has the meaning given to that term in clause 1.a;
- "Applicable Law"** means, in respect of this Agreement, all applicable statutes, regulations, regulatory requirements, by-laws, ordinances, subordinate legislation and other laws (regardless of their source), including judicial or administrative interpretation thereof, in force from time to time;
- "Associated Person"** means, in respect of a Party:
 - (A) each of that Party's directors, officers, employees or authorised representatives;
 - (B) any person for whose acts that Party may be vicariously liable; and
 - (C) any other person that acts for, or on behalf of, that Party or provides services for, or on behalf of, that Party,
 in each case, whilst acting in their capacity as such;
- "Background IP"** means any IP owned by or licensed to a Party, except Foreground IP;
- "Bribery Act"** means the Bribery Act 2010 (and any regulations issued thereunder) or any replacement statute or regulations;
- "Business Day"** means a day, other than a Saturday or Sunday, on which banks are open for business in London;



“Change”	means a change to a Product for any reason, including	amended from time to time by the express agreement of the Parties; or
	(A) a product correction, a design change or an improvement;	(B) if no such document has been made available to the Supplier prior to the date of this Agreement, INEOS’ requirements in respect of logistics and transportation as notified to, and accepted by, the Supplier from time to time;
	(B) a change to product requirements, specifications, source qualification requirements, quality requirements, packaging, production processes, techniques or location, relevant tools, equipment or subcontractors, documentation and records in respect of that Product, shipping date or time or place of delivery of that Product; and/or	
	(C) any change to that Product required as a result of a change in Applicable Law;	
“Change Request”	means a change request in respect of a Change in the form set out in Appendix 2 (Form of Change Request);	
“Control”	means, in relation to any person, the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of that person, whether through the ownership of securities, by contract or otherwise and includes where a person owns more than fifty per cent. (50%) of the voting rights (whether by way of securities, partnership interest, under a shareholders’ agreement or otherwise) held in another person and the term “Controlled” shall be construed accordingly;	
“Dispute”	means any dispute, claim or controversy arising out of, relating to or having any connection with, this Agreement, whether contractual or non-contractual and including any dispute, claim or controversy regarding its negotiation, its existence, validity, interpretation, performance, enforceability, breach or termination or the consequences of its nullity, and cognate expressions shall be construed accordingly;	
“Foreground IP”	means all IP which is created as a result of work undertaken under, or in connection with, this Agreement by the Supplier, its suppliers, subcontractors or agents;	
“INEOS”	has the meaning given to that term in clause 1.a;	
“INEOS After Sales Requirements”	means:	
	(A) the requirements set out in the latest version of the document entitled ‘INEOS After Sales Requirements’ made available to the Supplier prior to the date of this Agreement, as amended from time to time by the express agreement of the Parties; or	
	(B) if no such document has been made available to the Supplier prior to the date of this Agreement, INEOS’ requirements in respect of after sales as notified to, and accepted by, the Supplier from time to time;	
“INEOS HSE Requirements”	means the requirements set out in Appendix 4 (<i>INEOS HSE Requirements</i>), as amended from time to time by the express agreement of the Parties;	
“INEOS Logistics and Transportation Requirements”	means:	
	(A) the requirements set out in the latest version of the document entitled ‘INEOS Logistics and Transportation Requirements’ made available to the Supplier prior to the date of this Agreement, as	
		and such action, legal proceedings or other procedures are not stayed or dismissed within twenty-one (21) days;
		“INEOS Purchasing Requirements” means the requirements set out in Appendix 3 (<i>INEOS Purchasing Requirements</i>), as amended from time to time by the express agreement of the Parties;
		“INEOS Quality Requirements” means:
		(A) the requirements set out in the latest version of the document entitled ‘INEOS Quality Requirements’ made available to the Supplier prior to the date of this Agreement, as amended from time to time by the express agreement of the Parties; or
		(B) if no such document has been made available to the Supplier prior to the date of this Agreement, INEOS’ requirements in respect of quality as notified to, and accepted by, the Supplier from time to time;
		“INEOS Requirements” means the:
		(A) INEOS Purchasing Requirements;
		(B) INEOS Quality Requirements;
		(C) INEOS Logistics and Transportation Requirements;
		(D) INEOS After Sales Requirements; and
		(E) INEOS HSE Requirements;
		“Insolvency Event” means, in respect of any entity, that:
		(A) it is deemed to be unable to pay its debts pursuant to section 123 of the Insolvency Act 1986 (as if the words “proved to the satisfaction of the court” did not appear); and
		(B) any corporate action, legal proceedings or other procedure or step has been taken (or any analogous procedure or step has been taken in any jurisdiction) in relation to:
		(i) its winding up, dissolution, administration or 12authorization12 (by way of voluntary arrangement, scheme of arrangement or otherwise); or
		(ii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of its assets,
		“Intellectual Property” or “IP” means patents, registered designs, trademarks, service marks (in each case, whether registered or not), domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty



patents, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, 'get-up' and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world;

“Necessary Consent”

means any accreditation, authorization, certificate, clearance, consent, exemption, licence, notarisation, permit, permission, power, ruling or other approval required for, or in connection with, the performance by the Supplier of its obligations under this Agreement;

“Negotiation Period”

means the period of time for the Parties to seek to resolve a Dispute in accordance with the Negotiation Process;

“Negotiation Process”

has the meaning given to that term in clause 30.b;

“Non-conforming Product”

means any Product that does not conform with the terms of this Agreement (including the Specification) or the Order or relevant All Time Buy Order (as applicable), in any manner;

“Order”

has the meaning given to that term in clause 1.a;

“Parties”

shall mean the parties to this Agreement from time to time and **“Party”** shall mean either of them;

“Product”

has the meaning given to that term in clause 1.a;

“Project”

means INEOS' project to design, engineer and manufacture the Vehicle on a commercial scale;

“Price”

has the meaning given to that term in clause 8.a;

“Recall”

means a recall, whether initiated by INEOS, the Supplier, the Vehicle Certification Agency or any other third party, of INEOS products arising, in whole or in part, as a result of, or in connection with, any defect in a Product supplied under this Agreement;

“Specification”

means, in respect of a Product:

(A) the design, specification, engineering level and drawings (including as demonstrated by samples or descriptions) for the relevant Product as provided by INEOS to the Supplier, or as otherwise expressly approved by INEOS, in each case from time to time; and

(B) all applicable quality and warranty requirements as detailed in this Agreement;

“Supplier”

has the meaning given to that term in clause 1.a;

“Supplier’s Insurances”

has the meaning given to that term in clause 22.a;

“Technical Information”

means, in respect of a Product, any technical information (including engineering, package and installation drawings, specifications, testing protocols and results, documents, data and other information, in each case relating to the relevant Product) required for the installation and use of the relevant Product

(including the incorporation of the relevant Product into any INEOS product);

“Term”

has the meaning given to that term in clause 2 (*Term*);

“Tooling”

means any tool that is specifically designed for the production of, and is unique to, an INEOS part including jigs, gauges, moulds, dies, forming tools and separating tools;

“Vehicle”

means a 4x4 off-road vehicle (including derivatives and developments thereof);

“Warranty Period”

means, subject to clause 11.d, in respect of a Product:

(A) the period commencing on the date of delivery to INEOS of that Product in accordance with the terms of this Agreement and the Order or relevant All Time Buy Order (as applicable) and ending on the date that is three (3) years after the date on which:

(i) that Product is sold to a person buying as a consumer; or

(ii) a vehicle containing that Product is sold to a person buying as a consumer; or

(B) such other period as may be specified in the Order or relevant All Time Buy Order (as applicable); and

“Working Hours”

means 9:00 a.m. to 5:00 p.m. (inclusive) on Business Days.

b. In construing this Agreement, unless otherwise specified:

i. headings and titles are for convenience only and shall not affect the validity, construction or interpretation of this Agreement;

ii. words defined in the singular shall include the plural and vice versa;

iii. references to any statute or statutory provision or regulation includes reference to any statute or statutory provision or regulation which amends, extends consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under the relevant statute or statutory provision;

iv. any obligation in this agreement on a party not to do something includes an obligation not to agree or allow that thing to be done;

v. general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible, whether or not they are followed by the words "without limitation" or similar words;

vi. references to the word "includes" or "including" are to be construed without limitation;

vii. any reference to INEOS, the Supplier or any other person includes its successors in title, permitted assigns and permitted transferees;



- viii. references to writing include any modes of reproducing words in a legible and non-transitory form;
- ix. any reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;
- x. any references to “clauses” and “Appendices” are, unless otherwise specified, references to clauses of, and appendices to, these terms and conditions; and
- xi. a reference to a person includes an individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality).



Appendix 1
(INEOS Notice)

<p>© INEOS Automotive Limited. This document and all information in it is the property of INEOS and subject to strict secrecy requirements. Do not disclose to any third party without written permission from an INEOS director. Only to be used for the INEOS project. Breach of this notice may be a breach of contract and/or could result in disciplinary action.</p>	
<p>INEOS CONFIDENTIAL DOCUMENT</p>	<p>INEOS part number:</p> <p>Drawing Version:</p> <p>Authorised (Supplier):</p> <p>Authorised INEOS:</p>



Appendix 2
(Form of Change Request)

P R O J E K T
GRENADIER

Change Request Module Team: Change Request ID:

Title of Change Request		Change Request Initiator	
Reason for Change		Request for Target Update (Material, Tooling, SDC)	
<input type="checkbox"/> Technical Modification <input type="checkbox"/> Change of Spec. <input type="checkbox"/> Market Requirement <input type="checkbox"/> Cost Optimization <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Change Description		Affected Vehicles	
		EU NAFTA RoW Station Wagon, SWB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Station Wagon, LWB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Canvas Top <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Pick-Up <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Safari <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Illustration		Decision	
		Module Team - Decision Recommendation approve <input type="checkbox"/> decline <input type="checkbox"/> follow-up <input type="checkbox"/> Date:	
		SteerCom - Decision Recommendation approve <input type="checkbox"/> decline <input type="checkbox"/> follow-up <input type="checkbox"/> Date:	
		Automotive Board - Decision approve <input type="checkbox"/> decline <input type="checkbox"/> follow-up <input type="checkbox"/> Date:	
Evaluation		Volume* [u.p.a]	
ID Dev. Cost [EUR] <input type="checkbox"/> more than -100T€ <input type="checkbox"/> -1T€ to -100T€ <input type="checkbox"/> 0 or less 100T€ <input type="checkbox"/> 100T€ to 500 T€ <input type="checkbox"/> more than 500 T€	ED Dev. Cost [EUR] <input type="checkbox"/> more than -100T€ <input type="checkbox"/> -1T€ to -100T€ <input type="checkbox"/> 0 or less 100T€ <input type="checkbox"/> 100T€ to 500 T€ <input type="checkbox"/> more than 500 T€	Proto Tooling Cost [EUR] <input type="checkbox"/> more than -100T€ <input type="checkbox"/> -1T€ to -100T€ <input type="checkbox"/> 0 or less 100T€ <input type="checkbox"/> 100T€ to 500 T€ <input type="checkbox"/> more than 500 T€	Series Tooling Cost [EUR] <input type="checkbox"/> more than -100T€ <input type="checkbox"/> -1T€ to -100T€ <input type="checkbox"/> 0 or less 100T€ <input type="checkbox"/> 100T€ to 500 T€ <input type="checkbox"/> more than 500 T€
Material Cost [EUR/Veh] <input type="checkbox"/> more than -10€ <input type="checkbox"/> -1€ to -10€ <input type="checkbox"/> 0 or less -5€ <input type="checkbox"/> 5€ to 10€ <input type="checkbox"/> more than 10€	Effects on cost Reference Vehicle [EUR/veh] Ref. Vehicle 1 Ref. Vehicle 2 Ref. Vehicle 3 Ref. Vehicle 4	AVoB* [EUR] * Based on Volume 2025	Weight [kg]



Appendix 3
(INEOS Purchasing Requirements)

Declaration of Origin of Goods

If the Supplier's place of business and/or production plant is located in the European Union, in accordance with the valid regulations concerning the preferential origin of goods, the Supplier must issue a declaration pursuant to Art. 61 – 66 Implementing Regulation (EU) No. 2015/2447 in the respectively valid version (individual or long-term declaration).

Furthermore, the Supplier must state the non-preferential (commercial) origin of goods pursuant to Art. 59 ff. Regulation (EU) No. 952/2013 in the respectively valid version. The statement must be made together with the issuance of the Supplier declaration regarding the preferential origin of goods. As a general principle, the Supplier shall issue a Supplier declaration once a year.

If the Supplier's place of business and/or production plant is located in a country with which an EU free trade agreement is in existence, the Supplier shall issue documentary proof of preference (movement certificate / declaration of origin on the invoice) for each delivery. The provisions of the respective free trade agreements must be observed.

Issuing these declarations should be free of charge to INEOS.

Cost Management

INEOS is committed to a progressive approach to APR (Annual Cost Reduction). INEOS does not set an APCM target. The Supplier shall offer the optimal price for Products from the outset. APCM should be regarded as a common goal for both Parties.

The Supplier is expected to undertake annual pricing reviews with INEOS.

The Supplier is expected to demonstrate meaningful annual cost reduction activity.

The relevant INEOS procurement contact will support these activities, if requested by the Supplier.



Appendix 4
(INEOS HSE Requirements)

The Supplier undertakes to comply, and to ensure that its personnel and the personnel of its supplier or contractors comply, with all laws, rules and regulations with respect to health, safety and environment applicable to: (i) the manufacture of the Products; (ii) any substance or component used to manufacture the Products; or (iii) the delivery of the Products.

In the event any of the Supplier's obligations are performed on INEOS' premises, the Supplier undertakes to comply with all rules and regulations with respect to health, safety and environment in force at such premises, as well as with INEOS' internal rules (such as, but not limited to security instructions, administrative rules and general conditions of performance applying at the premises).