**Article 1 - General**

1. The General Terms and Conditions of Sale contained herein ("General Conditions"), shall apply to (1) all offers, quotations, order confirmations issued by INEOS Composites Hispania S.L. or any affiliate thereof ("Supplier") and (2) all Agreements as hereinafter defined between Supplier and any (prospective) buyer ("Buyer").

2. "Order Confirmation" shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. "Purchase Order" shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.

3. An agreement ("Agreement") shall be entered into if and when (i) the Supplier has confirmed the Agreement in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and Buyer did not immediately object to this in writing.

4. Buyer may withdraw its offers and quotations without notice at any time before any agreement between Supplier and Buyer has been confirmed in writing.

5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and offer for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the date of the issue. Unilateral cancellation by Buyer within such period shall not be valid.

6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

**Article 2 - Prices**

1. At any time before the conclusion of an Agreement, all of Supplier's offers, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and in particular may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any import or other duty, tax or charge.

2. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes, packaging, packing, insurance and carriage and based upon delivery "Ex Works", according to the Incoterms 2010.

3. All sales shall be invoiced inclusive of all applicable duties, taxes, levies and other charges as well as the costs of carrying out customs formalities payable upon export.

**Article 3 - Terms of Payment**

1. All payments shall be made in the currency stated on the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.

2. Without prejudice to any other contractual or statutory rights of Supplier, Supplier may charge interest on any overdue payments at the rate of 15% per annum from the due date until the actual date of payment. Buyer shall also be liable for all judicial and extra-judicial collection costs.

3. If Buyer fails to make payment within the agreed time period, Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall be deemed to constitute the effective date of payment.

**Article 4 - Delivery, Title and Risk**

1. The Incoterms 2010 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.

2. Supplier will make every endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.

3. Supplier's weights and measurements shall govern unless proven to be incorrect. Buyer shall inspect the products and/or services immediately on delivery and/or on receipt of any claim.

4. Buyer may reject any delivery which fails to conform to the specifications of the Agreement or if the delivery is in any other respect incorrect. Supplier shall be notified of any non-conformity on delivery. Supplier shall at its expense either replace any quantity of returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier's option, credit Buyer for the invoice value of the non-conforming products.

5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and offer for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the date of the issue. Unilateral cancellation by Buyer within such period shall not be valid.

6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

**Article 5 - Packaging**

In accordance with the exception provided by the first additional provision of Law 12/1997 on packaging and packaging waste, the responsible party under this Agreement for the handling of packaging waste or used packaging to ensure a proper environmental management shall be the Buyer, unless otherwise agreed in writing.

**Article 6 - Equipment**

Title of ownership of all equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier, unless otherwise agreed in writing.

**Article 7 - Health Risk and Safety**

1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.

2. Supplier shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling and processing of products and services delivered by Supplier, fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

**Article 8 - Inspection**

1. Buyer shall immediately upon delivery inspect the products and/or services.

2. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.

**Article 9 - Warranty**

1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Agreement. Supplier gives no other warranty by Buyer to purchase from Supplier any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded.