

1 GENERAL TERMS

These terms and the transaction details to which they apply (the "Agreement") set out all contractual terms relating to the sale of the specified products (the "Products"), except where INEOS (as defined below) has agreed in writing to any changes. For clarity, Customer's standard terms of purchase do not apply. Definitions in "Incoterm 2010" apply. This Agreement is governed by Spanish law. No representation or undertaking shall be taken to have been given or implied from negotiations between the parties save as expressly stated in this Agreement, and neither party shall have any remedy in respect of untrue statements relied upon, unless such statements were made fraudulently, and the only remedies shall be for breach of contract. These terms apply between the buyer of Products as may be defined in the Contract ("Buyer" / "Customer" / "Purchaser") and the seller of the Products as may be defined in the Contract ("INEOS" / "Seller"). INEOS may assign its rights to any third party. If requested Customer will provide its consent to any transfer of obligations. The UN convention for the international sale of goods does not apply. The following provisions shall apply where INEOS supplies the Products under a blanket order received from the Customer: (a) if the blanket order is a scheduled purchase order where the maximum quantity of Products required and the approximate dates (including the terminal date) on which the requirements will be called off are specified, the whole purchase order will be treated as a single Contract; (b) if the blanket order is a non-scheduled purchase order where: (i) the maximum quantity of Products required is not specified; or (ii) the maximum quantity of Products specified is, in the opinion of INEOS, an unrealistic estimate of the Products which are likely to be required by the Customer; or (iii) where the call off dates for the Products are not specified; then each call off will be deemed to be a separate Contract; Without prejudice to the generality of any of these terms, INEOS shall not be liable to the Customer if at the time of any call off by the Customer INEOS is unable for any reason whatsoever to supply the Products in accordance with the requirements of the Customer.

2 DELIVERIES

INEOS will use reasonable endeavours to achieve delivery on time and in full (+/- 1% weight tolerance being acceptable). INEOS will keep Customer informed of any material variation from agreed delivery times. Customer must provide what are, in INEOS's opinion, proper, safe access and facilities to accept deliveries, and must reimburse any additional actual costs incurred by INEOS if INEOS suspend or refuse delivery where such access or facilities are not available or where unloading takes more than a reasonable time for a reason not attributable to INEOS.

INEOS may inspect Customer's facilities, if necessary, by entering Customer's premises.

In case of deliveries which are subject to energy taxation, the customer is required to demonstrate to INEOS that the customer is qualified to make use of the tax suspension or tax exemption procedure by presenting a valid license. If the customer is unable to present a valid license for the tax suspension or tax exemption procedure, Customer will repay any taxes INEOS has paid.

3 MEASUREMENTS

INEOS's quantity and quality measurements taken at the point of loading will be stated in the invoice and shall be binding unless proved by Customer to be in error.

4 TRANSFER OF OWNERSHIP AND RISK

INEOS will retain ownership of the Products, to the fullest extent permitted by law, until payment for the relevant quantity is received by INEOS even if Customer has co-mingled the Products with other goods (in which case INEOS will become co-owner of the goods). If payment for Products delivered is not received INEOS may in addition to its other rights under law enter Customer's premises to recover the Products / co-mingled goods. If the Products / co-mingled goods are resold before the payment is completed, INEOS shall be entitled to the receivables for the purchase price, which are hereby transferred to INEOS as security. Risk in the Products shall pass to Customer as per the applicable incoterm.

5 PRICE, PAYMENT

Unless otherwise agreed:

(a) the relevant price for the Products will be INEOS's price applicable on the date of loading;

(b) full payment must be received (without deduction for set off or counter claim unless INEOS shall have given its prior written approval) when due by electronic funds transfer to the account nominated by INEOS in the currency specified on the invoice. Funds must be received no later than the due date on INEOS's invoice document. Late payments bear interest at 10% per annum from the due date until actual receipt. Notwithstanding the foregoing, all invoices for interest shall also include a liquidated damages charge of €500 (being a genuine pre-estimate of loss);

(c) quoted prices do not include any Value Added Tax (or its equivalent), or any other taxes or charges, if applicable. Customer must promptly provide INEOS on request with all evidence required under local, national or EU laws to justify any request for exemption from VAT or other applicable taxes. Customer indemnifies INEOS against any tax, cost or penalty it may incur if the request for exemption is found not to be justified.

(d) Where the price is determined by a formula, and variable values are not known, the most recently applied price shall be used as an interim price with subsequent readjustment.

Seller reserves the right to apply surcharges to the invoiced prices to meet any exceptional requests from Customer. In each case, the amount of such a charge will be communicated in advance. Seller reserves the right to review the financial status of the Customer and if it has reasonable concerns that the Customer may be or become unable to meet its' payment obligations it may reduce or withdraw any credit under this Contract. In this situation, Seller may require prepayment of some or all of the price, or the credit to be guaranteed by a form of security acceptable to seller. Any decision shall be communicated to the Customer in writing.

6 LIMITATION OF LIABILITY

Neither party shall be liable to the other party for

- loss of or restriction of production,
- costs associated with business interruption,
- loss of contract or opportunity,
- loss of profits or expected profits,
- loss of product,
- loss of revenue or
- loss of use or
- any punitive or exemplary damages

• or special, indirect, incidental or consequential damages

arising from or relating to this Contract or the performance or non-performance of either party's obligations under the Contract, whether based on warranty, condition, Contract, tort (including negligence of any nature), strict liability, repudiatory breach or any other legal ground whatsoever.

In respect of all other loss or damage, INEOS maximum aggregate liability arising out of or in connection with each sale under the Contract shall be the higher of:

(a) 4% of the aggregate invoice of sales of the same product(s) by INEOS to Customer during the year prior to the date of delivery of the Products to which the relevant sale relates; or

(b) €20,000.

In any case INEOS maximum liability shall be subject to a maximum aggregate amount of €100,000 for all claims in any twelve months preceding a claim and including the value of that claim. INEOS is released from all liability in excess of the maximum, even where caused by INEOS negligence or breach of duty.

INEOS does not seek to exclude or restrict its liability in relation to: (a) death or personal injury resulting from negligence; (b) fraud; or (c) any matter in respect of which, by law, it is not permitted to restrict its liability.

7 WARRANTIES

INEOS warrants that it is able to pass ownership of the Products sold to Customer, that they will meet the relevant Contractual specification at the point where risk passes to Customer. ALL OTHER CONDITIONS, WARRANTIES OR TERMS, EXPRESS OR IMPLIED (WHETHER BY STATUTE OR OTHERWISE) ARE EXCLUDED including as to quality, description or fitness for any purpose. INEOS refers to the published Material Safety Data Sheets regarding the Products. However, any information or advice from INEOS is given and accepted at Customer's risk.

Any suggestion or representation concerning any possible use of the Products and/or Services made by INEOS in any sales or marketing literature or in any response to a specific enquiry is given in good faith, but it is entirely for the Customer (and its customers) to satisfy themselves fully as to the suitability of the Products and/or Services for any particular purpose. No suggestion or representation relating to such possible use shall form part of the Contract.

8 MAKING CLAIMS

Any claim for shortage, or damage in transit, must be made to INEOS in writing within 3 days of receipt of the Products. Any claim for non-conformity to specification must: (a) be made without delay after Customer become aware of the non-conformity but no later than 40 days from delivery of the Products; and (b) in respect of Products which have been processed, be supported by reasonable evidence that the defect was not ascertainable before processing. Only differences in net weight or volume against invoiced quantity in excess of 0.5% per bag or bulk delivery, or 1% per drum, may be subject to quantity claims. Any claims not made as required shall be waived. If Customer realised a quality deviation all information, including test details, test results and product samples shall be sent to INEOS.

On acceptance of a Customer's claim INEOS at its option will either: (a) replace such Products and/or re-perform such Services free of charge; or (b) refund the price of such Products and/or Services; or (c) agree a reduced fee for such Products and/or Services and this shall be the sole and exclusive remedy of the Customer in respect of such non-conformance with the Specification and in lieu of all rights and remedies the Customer may have. INEOS's obligation under this clause will not apply where: (a) the Products have been improperly altered in any way whatsoever, or have been subject to misuse; (b) the Products have been improperly used; (c) the Products have been mixed incorrectly with other products or mixed with incompatible products; (d) any instructions as to storage of the Products have not been complied with in all respects; or (e) the Customer has failed in accordance with this clause 8 to notify INEOS where the defect should be apparent on reasonable inspection in accordance with the Contract, (or such later date as INEOS may agree to in writing) from the date of delivery. Except as otherwise provided in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9 FORCE MAJEURE

An event of force majeure ("**Force Majeure**") means: (i) a strike, lock-out, work stoppage or any other industrial action, labour dispute or union disturbance by a third party, or by employees of the Affected party (provided that the party affected by such event shall not be required to settle any strike, lock-out, work stoppage or any other industrial action, labour dispute or union disturbance on terms not acceptable to that party); or (ii) any event, circumstance or occurrence, or any combination of such events or circumstances (or any of the consequences thereof), which is beyond the reasonable control of the party affected by such event, circumstance or occurrence (the "**Affected party**"), which (or any of the consequences of which) could not have been prevented by such party (acting as a reasonable and prudent operator), and which, or any consequences of which, results in or causes the failure of that party to perform, or delays that party in the performance of, any of its obligations under this Agreement including but not limited to (but subject always to the foregoing):

(A) breakdown or failure of transportation, manufacturing, distribution, storage of processing facilities, failure or interference with the manufacture, receiving, handling, delivery or consumption of the good or service covered thereby, inability to obtain raw materials, chemicals, catalysts, fuel, power, labour, containers or transportation facilities; (B) act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism or the threat of sabotage or terrorism; (C) except to the extent that they constitute remedies or sanctions lawfully exercised by a governmental entity as a result of any breach of any applicable law, any act of state or other exercise of sovereign, judicial or executive prerogative by any governmental entity, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity; (D) act of God, epidemic, plague, explosion, chemical or radioactive contamination or ionising radiation, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption and other unusual and extreme adverse weather or environmental conditions on action of the elements, meteorites, collision or impact by any vehicle, vessel or aircraft or objects falling from aircraft or other aerial devices or the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speed; or (E) any event or circumstance of a nature analogous, under the law of any relevant jurisdiction, to any of those listed in (A) to (E).

An event of Force Majeure, shall release the affected party from its obligations under the Contract for as long as and to the extent to which the event of Force Majeure impedes or prevents the performance of this Contract in whole or in part. Neither party shall be liable for any loss or damage suffered or incurred by the other party arising from the first party's delay in performing or failure to perform such obligations to the extent that and for so long as such delay or failure results from an event of Force Majeure.

Force majeure prolongs any Contract deadlines and defers Contract dates by the duration of the Force Majeure plus an appropriate start-up period. INEOS shall not be required to acquire, by purchase or otherwise, additional quantities of Product from other suppliers or from any of its Affiliates, or otherwise supplement its available supply of Product. Available stock product of INEOS shall be allocated on a pro-rata basis (considering all confirmed delivery obligations of INEOS), provided always that INEOS shall not be required to breach any contract. A party being subject to an event of Force Majeure shall promptly notify the other party of the event and its expected duration. Customer's obligation to pay for the Products delivered shall in no event be excused by Force Majeure.

10 RETURNABLE CONTAINERS

Where Products are supplied in returnable containers or pallets, these must be promptly returned to INEOS at Customer's cost in substantially the same condition as Customer received them. If containers or pallets are returned damaged or not returned within 90 days of delivery, INEOS may invoice Customer for their repair or replacement. In the case of non-returnable containers or packaging, Customer must destroy these after use at Customer's own cost.

11 INTELLECTUAL PROPERTY

By purchasing Products, Customer shall not obtain any rights to any intellectual property in or relating to the Products, including (without limitation) any trade marks, copyright, patents or rights in designs and, where such intellectual property is capable of registration, whether or not the same is registered.

12 ANTI-BRIBERY & CORRUPTION

The parties shall, and shall ensure that any affiliates or persons engaged by or associated with either party in relation to the Contract (including but not limited to directors, employees, contractors, subsidiaries, consultants, advisors, distributors and agents) shall, comply with all applicable laws, statutes, regulations, decrees and/or official government orders and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the US Foreign and Corrupt Practices Act ("Acts")

The parties each undertake that no payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, money laundering, extortion or other unlawful or improper means of obtaining or retaining business or business advantage shall be made, offered, given, authorised or promised to any person or entity (including, for the avoidance of doubt, any government official; any political party or official thereof; any candidate for political office; or any other person, individual or entity at the suggestion, request or direction of or for the benefit of any of the above-described persons and entities) by it or any of its affiliates or persons engaged by or associated with it as listed in paragraph above.

Each party undertakes that it: (a) will not do, or omit to do, any act that will cause or lead the other party to be in breach of either or both paragraphs above; (b) will notify the other party promptly of any request or demand for any improper financial or other advantage of any kind received from any person in connection with the performance of the Contract; (c) (if requested), will assist the other party and any of its affiliates in complying with its obligations under the Acts and understands that any breach of this clause will amount to a material breach of the Contract giving each party the right to terminate immediately without liability in respect of such termination; (d) indemnifies the other party against any losses, liabilities, damages, fines, costs (including legal fees) and expenses incurred by, or awarded against, such other party as a result of any breach by a party of this clause.

13 TRADE COMPLIANCE

Customer warrants and represents that neither this supply of the Product nor any subsequent supply of the Products (or items into which Products have been incorporated) by Customer to a third party, shall place INEOS or its Affiliates in breach of any applicable export control or sanctions rules (including those of the UN, EU, UK and US). Customer shall not supply Products (or items into which Products have been incorporated) directly or indirectly to any jurisdiction that is subject of a Public Statement of the Financial Action Task Force. Customer's failure to comply with the clause shall constitute a material breach of this agreement. Customer shall indemnify INEOS against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, INEOS as a result of any breach by Customer of this clause.

14 CUSTOMER'S DEFAULT AND TERMINATION OF THE CONTRACT

INEOS shall be entitled to terminate the Contract immediately upon the occurrence of any of the following: (a) the Customer being in material breach of any term of these Conditions and such breach not being capable of remedy; (b) the Customer being in material breach of any term of these Conditions and failing to remedy such breach within 28 days of receipt of written notice specifying the breach and requiring it to be remedied; (c) the Customer (being an individual or firm) becomes bankrupt, insolvent or goes into sequestration, or (being a partnership) is wound up by the court or becomes bankrupt or goes into partnership administration or sequestration, or (being a body corporate) is wound up by the court or is voluntarily wound up by reason of its inability to pay its debts or an administrator or receiver is appointed of any part or all of its income or assets and in any case if the Customer enters into any informal or voluntary arrangement (whether or not in accordance with the Insolvency Act 1986) with or for the benefit of the general body of creditors of the individual, the partnership or the body corporate; (d) the Customer suffers the equivalent of any similar or analogous event in (c) (above) in any jurisdiction; or (e) a separate entity acquires Control of the Customer, or the Customer is merged with a separate entity. "Control" for the purposes of these Conditions and the Contract shall mean where an entity has 50% or more of the shares or stocks in the Customer or is able to direct the Customer's affairs and/or control the composition of the Customer's board of directors or equivalent body. Without prejudice to any of its other rights or remedies, INEOS shall have the right to terminate the Contract without any liability to the Customer if, in the reasonable opinion of INEOS after an inspection into the Customer's financial or trade status or in light of any report considered by INEOS, INEOS at its absolute sole discretion deems that the Customer may not be able to pay the price.

15 CONFIDENTIALITY

The Customer hereby undertakes not at any time to divulge any of the terms of the Contract or use any information in relation to INEOS's business or any other information received from INEOS in relation to the Contract of a confidential or proprietary nature other than for the purposes expressly envisaged by these terms.

16 INDEMNITY

Without prejudice to any rights or remedies implied by statute or common/ civil law or under any provision of these Conditions or the Contract, the Customer shall indemnify INEOS and keep INEOS indemnified in full against any and all losses, liabilities, costs, claims, demands, expenses and fees (including, but without limitation, legal and other professional fees), actions, proceedings, judgments awarded and damages suffered or incurred by INEOS arising out of or in connection with any and all acts and omissions of the Customer, its employees, agents or sub-contractors including, but without limitation, all acts and omission relating to the marketing, advertising and sale of the Products.

17 HEALTH AND SAFETY

If the Customer is unclear as to the correct use of the Products it should immediately contact INEOS for clarification. It is the responsibility of the Customer to meet all safety standards in the application, use and sale of the Products.

18 REACH

INEOS does not make or give any representation or warranty that the Products are or will be compliant with the requirements of REACH (the Registration Evaluation Authorisation and Restriction of Chemicals Regulation 1907/2006 (as amended) and all implied warranties as to compliance with REACH ("REACH Compliance") are hereby excluded to the fullest extent permitted by law. INEOS shall not be liable to the Customer for any Reach Compliance failure by INEOS or any third party in respect of the Products. Without prejudice to the foregoing INEOS warrants that it shall use its reasonable endeavours to obtain and maintain REACH Compliance in respect of the Products or procure the same. The foregoing warranty shall not apply in respect of any substance where, pursuant to REACH, it is the Customer's responsibility to obtain and/or procure REACH Compliance or to the extent any non-compliance is caused by any act or omission of the Customer. In the event that INEOS receives written notice from any competent authority, or in its reasonable opinion decides, that any of the Products are not or will not become REACH Compliant, it shall inform the Customer in writing within a reasonable time. INEOS may at any time on or after informing the Customer suspend any further deliveries of the relevant Products and/or terminate this Contract in respect of the relevant Products. The Customer represents, warrants and undertakes to INEOS that it shall promptly provide such information as may reasonably be required from time to time in order to obtain and maintain REACH Compliance in respect of the Products and shall comply with its obligations under REACH.

19 COSTS AND EXPENSES

Each party shall be responsible for all the costs and expenses incurred by it in connection with and incidental to the preparation and completion of each Contract.

20 RELATIONSHIP OF PARTIES

Nothing in these Conditions or any document referred to in either document or any arrangement contemplated by the Parties shall be construed as creating a partnership between the Parties for any purpose and neither party shall have the power or authority to bind the other party or impose any obligations on it for the benefit of any third party.

21 AMENDMENTS AND VARIATIONS

No variation or amendments to the Contract or these Conditions shall be binding unless agreed in writing by an authorised representative of INEOS.

22 WAIVERS

No delay in exercising or failure to exercise any of the rights of either party arising from or in connection with the Contract or these Conditions shall operate as a waiver or release of that right. Any such waiver or release must be specifically granted in writing signed by the party granting it.

23 ASSIGNMENT AND TRANSFER

INEOS shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the Contract or these Conditions through any Affiliate and any act or omission of such Affiliate shall for the purposes of the Contract be deemed to be an act or omission of INEOS. INEOS shall be entitled to carry out its obligations under the Contract through any agents or subcontractors appointed by it in its absolute discretion for that purpose. INEOS may at any time assign all or any part of the benefit of, or its rights or benefits under the Contract or these Conditions, including, without limitation, pursuant to any receivables purchase arrangements or similar transactions which INEOS may from time to time enter into. The Customer may not assign, sub-contract, sub-license or otherwise dispose of any of its rights arising from the Contract or these Conditions without the prior written consent of INEOS (such consent not to be unreasonably withheld or delayed). If required to do so to give legal effect to any permitted transfer pursuant to the provisions of this clause, the parties shall enter into a novation Contract and shall use all reasonable endeavours to procure that the assignee or transferee enters into such novation contract.

24 SEVERABILITY

If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect.

25 DISPUTE RESOLUTION

The Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Conditions or the Contract or any breach thereof. If any such dispute cannot be settled amicably through ordinary negotiation between appropriate representatives of the Parties, the dispute shall be dealt with using the escalation procedure set out in this Clause 25. The dispute shall be referred by either party to the chief executives of each of the Parties and they or their nominees shall meet in good faith in order to try and resolve the dispute. If the dispute or difference is not resolved as a result of such meeting either party may (at such meeting or within 14 calendar days of its conclusion or after the expiry of 28 days following the date of referral to the chief executives), then either party may commence proceedings in accordance with this Clause 25.

The parties, expressly waiving any other jurisdiction that may correspond to them in their own right, shall refer any dispute that may arise regarding the interpretation or execution of this Contract to arbitration at the Court of Arbitration of the Bilbao Chamber

of Commerce, Industry and Shipping and agree to adhere to any arbitration judgement issued, all of which shall be in accordance with the regulations of said Court of Arbitration.

26 NOTICES

Notices under these Conditions may be served by personal delivery, by first class post, airmail, courier or email. Notices shall be deemed to be served (a) on delivery when delivered personally; (b) two (2) days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at its registered office, or such other address as shall have been notified to the other party in writing or (c) at the time and date as per the outbound email server providing the correct email address has been used.

27 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Except as set out in clause 23 an entity which is not expressly a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be expressly excluded from the Contract.