These Terms and Conditions of Sale ("Conditions") shall apply to all offers, quotations Buyer's Orders, Contracts and deliveries of Seller, to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom or practice of dealing, and shall take precedence in any resulting sale over the Buyer's terms and conditions of purchase, unless the Parties hereto have agreed otherwise in writing.

2 Interpretaion

In these Conditions, the following terms shall be construed, unless the context otherwise requires:

(a) The Buyer;
(b) The Buyer's Goods;
(c) The Buyer's Services;
(d) The Buyer's Stock Equipment;
(e) Any other relevant sanctions authority whose Sanctions require the Buyer and Seller's Deliveries;
(f) The date of delivery.

3 Basis of contract

3.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or Services in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order are complete and accurate.

3.2 The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point the Contract shall come into existence. Where an Order is to be delivered in instalments, each such instalment shall comprise a separate Contract, and any defect in an instalment, delay or failure to deliver shall have no consequences for any other Contract with respect to other deliveries.

3.3 A quotation for the Goods and/or Services given by the Seller shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue unless an alternative period is stated within the Seller's quotation.

4 Specifications

4.1 The Seller reserves the right to amend the Specifications of the Goods and/or Services, in accordance with any improvements and/or of required by any applicable statutory or regulatory requirements. Any Order received by Seller after the date of Seller having received Buyer's acknowledgment of receipt of the updated Specifications, shall be executed in accordance with such updated Specification.

5 Delivery

5.1 The Seller shall ensure that delivery of the Goods and/or Services is accompanied by a copy of this Contract, or which contains a copy of the following information relevant Seller’s reference number, Buyer's reference/Order number, the type and quantity of the Goods and/or Services (including the code number of the Goods, where applicable).

5.2 The Seller will reasonably endeavour to perform the Services in accordance with the Seller's written confirmation of the Order.

5.3 The Seller shall deliver the Goods at the Point Of Delivery, at any time after the Goods are ready, in accordance with the relevant Incoterm. If the applicable Incoterm provides that it is up to the Buyer to collect the Goods, they shall be collected within three (3) Business Days of the Seller notifying the Buyer that the Goods are ready.

5.4 Delivery of the Goods shall be completed on the Goods arrive at the Point Of Delivery. Any dates quoted for delivery are approximate only, and the time of delivery of the Goods and/or performance of Services is of the essence. The Seller shall not be liable for any delay in delivery, or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the delivery of the Goods and/or performance of Services.

5.5 If the Buyer fails to take or accept delivery of the Goods and/or Service Equipment within three (3) Business Days of the Seller notifying the Buyer that the Goods and/or Service Equipment are ready for delivery, the Seller shall have the right to store such Goods or Service Equipment at the risk and under the responsibility of the Buyer, and charge the Buyer for all related costs and expenses (including insurance).

5.6 If five (5) Business Days after the day on which the Seller notified the Buyer that the Goods and/or Service Equipment were ready for delivery the Buyer has not taken and accepted delivery of them, the Seller has the right to resell or otherwise make available and/or dispose of part or all thereof and, charge the Buyer for reasonable storage and selling costs and any shortfall below the purchase price of the Goods and the Buyer will be liable for such liability.

5.7 The Seller may deliver the Goods and/or Services by instalments, which shall be invoiced and paid for separately.

6 Price and payment

6.1 The price of the Goods and/or Services shall be the price set out in the Seller’s quotation or Order confirmation, or, in the absence of a quotation, the price set out on the Seller’s published price list in force as at the date of delivery.

6.2 The Seller may, by giving notice to the Buyer at any time up to 10 Business Days before delivery, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods and/or Services that is due to:

(a) any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
(b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification or;
(c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

6.3 In the event of avoidance of doubt, insurance and transportation costs and charges shall be included in accordance with the applicable Incoterm.

6.4 The price of the Goods and/or Services is exclusive of amounts in respect of value added tax (VAT). The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.

6.5 The Seller may invoice the Buyer for the Goods and/or Services on or at any time after the completion of delivery.

6.6 Unless an alternative payment term is stated within the Seller’s quotation or Order confirmation, the Buyer shall pay the invoice price in full and in cleared funds in the currency stated in the invoice within 30 days of the date of the invoice. Payment of the invoice price shall be made to the bank account nominated in writing by the Seller and the means of payment is a bank transfer.

6.7 If any sum payable under the Contract is not paid when due without prejudice to the Seller's other rights under this Contract, that sum will bear interest from the due date until payment at 8% per annum over HSBC Bank Plc base rate from time to time and the Seller will be entitled to suspend all future deliveries of the Goods and/or performance of the Services whilst the outstanding amount has been received.

6.8 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other remedies or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

7 Title and risk

Specific provisions applicable only to sale of Goods

7.1 The risk in the Goods shall pass to the Buyer on the date on which the Goods arrive at the Point Of Delivery.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, ownership of the Goods shall not pass to the Buyer until the Seller has received in cash or credited to the Seller's account the full amount to be paid for the Goods and/or Services.

7.3 Until ownership of the Goods has passed to the Buyer pursuant to clause 7.2, the Buyer will:

(a) hold the Goods on a fiduciary basis as bailee of the Seller;
(b) keep the Goods free from any charge or encumbrance;
(c) not destroy, deface or obscure any identifying mark on the Goods or their packaging;
(d) maintain the Goods in a satisfactory condition;
(e) use the Goods for the Price for the Price of the Goods, of the Seller, with the Seller's interest in the Goods noted on the policy, against all usual risks to the reasonable satisfaction of the Seller and on request by the Seller the Buyer shall produce evidence of such policy of insurance to the Seller; and
(f) hold all proceeds of the insurance policy referred to in clause 7.3(e) if any claim is made on the policy for the Seller and not mix it with any other money or pay the proceeds into any other bank account.

7.4 Notwithstanding the provisions of Clause 7.3, the Buyer may resell, use or otherwise dispose of the Goods before ownership has passed to it only if any such sale, use or disposition will be effected and accurate.

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in the ordinary course of the Buyer's business and will be a safe, use or disposition of the Seller's property on the Buyer's own behalf and the Buyer will deal as principal. The Seller shall, by reason of the relationship between the Buyer (as trustee) and of the Seller (as beneficiary) be and remain entitled to the whole of the proceeds of the sale or other disposition of the Goods and/or Services, without incurring in any cost or liability in connection with this sale.

8.4.1 The Seller accepts that the Buyer's Stock Equipment delivered to the Buyer, only shall pass to the Buyer at the date when both the following conditions are met:
(a) the Buyer has received clear funds in its accounts for all the sums due under any Contract.
(b) the Seller has not suspended, or threatened to suspend, payment of its debts, or is unable to pay its debts or has had a winding up petition presented against it by or on behalf of its creditors, or it is subject to any similar proceeding.

9. Warranty and Claims

9.1 The Seller warrants that on the Date of Delivery the Goods and/or Services shall conform in all material respects with the applicable Specification.

9.2 Any suggestion or representation concerning any possible use of the Goods, Service and/or Service Equipment made by the Seller 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 Buyer (and its buyers) to satisfy themselves fully as to the suitability of the Goods and/or Services for any particular purpose. No suggestion or representation by the Seller shall in any way alter or impair the Seller's obligations under this Agreement.

9.3 The Seller shall, within 10 Business Days of the delivery of the Goods and/or performance of the Services, notify the Seller in writing of any defect by reason of which the Buyer alleges that the Goods do not comply with the Specification. The Seller's claim shall not be in respect of any defect which should be apparent on reasonable inspection. If the Buyer fails to give notice in accordance with the foregoing, except in respect of any defect which should be apparent on reasonable inspection, the Goods and/or Services shall be deemed conclusively to be in all respects in accordance with the Specification and accepted by the Buyer.

9.4.1 If the Buyer is in a period of 12 months following the Date of Delivery of the Goods and/or performance of the Services any of the delivered Goods and/or performed Services are proved to the reasonable satisfaction of the Buyer to be defective in material workmanship or composition specified by the Seller and provided that the Goods and/or performance of the Services have been stored and operated at all times in accordance with the Seller's written instructions, the Seller shall at its own expense:
(a) replace, free of charge, such Goods and/or Services;
(b) refund the price of such Goods and/or Services;
(c) agree a reduced fee for such Goods and/or Services.

Any Goods that have been replaced will belong to the Seller at the Date of Delivery.

9.5 The Seller's obligations under Clause 9.4 will not apply where:
(a) the Goods and/or Service Equipment have been improperly altered in any way whatsoever, or wherein has been subject to misuse;
(b) the Goods and/or Service Equipment have been improperly used;
(c) the Goods and/or Service Equipment have been mixed incorrectly with other products or mixed or mixed with other products or materials;
(d) any instructions as to the storage of the Goods and/or Service Equipment have not been complied with or followed;
(e) the Buyer has failed in accordance with Clause 9.3 to notify the Seller where the defect should be apparent on reasonable inspection, or within 10 Business Days of the date coming to the knowledge of the Buyer where the defect is not should be apparent on reasonable inspection, and in any event no later than 12 months from the Date of Delivery.

9.6 The warranty in this Clause 9 is the only warranty made by Seller in connection with the Goods and/or Services. Subject in any case to Clause 10 (Limitation of Liability), all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, hereby excluded to the fullest extent permitted by law. The remedy provided pursuant to Clause 9.4 shall be the sole and exclusive remedy available to Buyer with respect to any defect in quality of the Goods and/or Services.

10. Limitation of liability

10.1 This Clause sets out the entire financial liability of the Seller howsoever arising out and in connection with the Contract. Nothing in these Conditions shall limit or exclude the Seller's liability:
(a) for personal injury or death resulting from the Seller's negligence;
(b) for fraud or fraudulent misrepresentation;
(c) for any other matter in which the Seller is at fault.

10.2 The Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of contract, economic loss, loss of or damage to data, or any indirect or consequential loss or damage, howsoever caused and whether in contract or under tort or otherwise, including but not limited to the loss or corruption of data, revenue, credit standing, goodwill, business, contract, business information received from the Seller, whether disclosed orally, in writing, by display or in any other manner, and will be a sale, use or disposition of the Seller's assets.

11. Confidentiality

11.1 Unless otherwise permitted in writing and in advance by Seller, Buyer shall not, during the Contract and after its termination, use other than for the purposes to exercise the rights granted under the relevant license agreement or hereunder, and shall keep strictly secret and confidential, all business information received from the Seller, whether disclosed orally, in writing, by display or in any other manner, and will be a sale, use or disposition of the Seller's assets.

12. The obligations set out in this Clause shall continue in force and the parties agree that liability shall be limited to the minimum permitted by applicable law and shall not exclude any damages other than those compensating direct losses arising out of the gross negligence or willful misconduct of Seller.

13. The exclusions and limitations in this Clause shall extend in favour of any Indemnitees who performs any obligation or renders any service on behalf of Seller.
Confidential Material shall not be deemed to be within the foregoing exceptions merely because it may be embraced by general information which is public knowledge or otherwise lawfully in Buyer’s possession, nor shall any combination of features be deemed to be within the foregoing exceptions merely because such features are public knowledge or otherwise lawfully in Buyer’s possession. Any exception to a specific portion of Confidential Material shall apply only to the extent that Buyer can prove the facts by written and datable evidence.

11.3 Notwithstanding the foregoing, Buyer, can, as reasonably required, disclose or pass the relevant portion of Confidential Material, and involve in the receipt and use thereof, officers, directors and employees of Buyer or any of their Affiliates or its or their subcontractors, if it is not a need-to-know basis, provided that they are obligated to Buyer at least to the extent that Buyer is obligated under the Contract. Buyer shall ensure such obligations of the Related Recipient and shall be liable to Seller for or on behalf of them.

11.4 The Seller shall not physically or chemically analyse the coatings applied to the Service Equipment or Goods supplied by Seller, or cause or allow any other person or company to do so. Failure to comply will render the Buyer in breach of this Clause 11 and/or the secrecy provisions of the relevant licence agreement.

12 Intellectual Property Rights

12.1 Exclusive ownership of, and sole rights to the ownership of, all Intellectual Property Rights relating to the Confidential Material shall at all times be vested in the Seller an affiliate of the Seller, and the Seller’s third party licensors (as the case may be) and the Seller shall be responsible for the registration and other protection of such Intellectual Property Rights in the Confidential Material as the Seller deems fit. The Buyer shall not use the Seller’s name, logo, product nomenclature or any other identification and such use shall be in accordance with the provisions of this Clause 12.

12.2 Nothing contained in the Contract shall be construed to grant Buyer any express or implied rights, licences and/or immunities, other than explicitly set forth herein. The Seller may not make any use of the Seller’s name, logo, product nomenclature or any other identification marks without the prior written consent of the Seller.

12.3 Notwithstanding the above, the Seller’s Intellectual Property Rights in the Service Equipment and coating used under a Contract shall not be deemed to be within any of the foregoing exceptions merely because it is not a trade secret.

13 Force Majeure

If Seller is prevented or delayed in the performance of any of its obligations by any of its Force Majeure Event then the Seller will be excused from the performance of its obligations from the date of the occurrence of such Force Majeure Event and for so long as such Force Majeure Event continues and shall not be deemed to be in breach of these Conditions or the Contract or otherwise liable to the Buyer in any other way. Buyer shall not be required to remove any such cause or to replace or provide any alternative to the affected source of supply or the affected facility, etc., if that would involve additional expense or a deviation from its existing or customary practices, nor shall Seller be required to make up for any quantities not supplied or to extend the period of the Contract in consequence of the operation of this provision. If any Force Majeure Event occurs, Seller shall forthwith notify to Buyer, in writing, that it believes that Seller considers reasonable, the quantities of Goods and/or Services available to Seller among its Buyers and its own requirements.

14 Sanctions

14.1 The Buyer confirms that neither it nor any of its subsidiaries, nor any directors or officers of its subsidiaries:

(a) is a Restricted Person;
(b) has disclosed as to the other party, is in breach of any Sanctions;
(c) has engaged or is engaging, directly or indirectly, in any trade, business or other activities with or for the benefit of any Restricted Person that would reasonably be expected to result in the other party being in breach of Sanctions or which is in breach of any Sanctions;
(d) has directly or indirectly, contributed or assisted, or cause to contribute or assist, or given any financial support, of all or any part of the Goods:
(i) any trade, business or other activities with, or involving, or for the benefit of, any person or entity that is subject to Sanctions, or owned or controlled or acting on behalf of or person or entity that is the subject of Sanctions; or
(ii) in any other manner that would reasonably be expected to result in the Buyer being in breach of any Sanctions or becoming the subject of Sanctions.

14.2 The Seller shall ensure that they will comply with all Sanctions.

14.3 The Buyer shall not engage in any conduct which would reasonably cause it or the Seller to become subject of Sanctions.

14.4 The Seller shall, as far as the extent permitted by law, promptly upon becoming aware of them supply to the Buyer details of any claim, action, suit, proceeding or investigation against it with respect to Sanctions or a Transaction.

14.5 Without affecting any other right or remedy available to it, the Seller may at its sole discretion terminate the Contract with immediate effect by giving notice to the Buyer if:

(a) the Buyer commits a breach of this Clause 14 which is immediately remediable (if such breach is remediable) to fail remedial breach within a period of 14 days after being notified to do so; or
(b) the Contract would, or in the Seller’s reasonable opinion, result in a breach by the parties or any of their subsidiaries of any of the Sanctions.

14.6 The Seller will not be liable for any loss, damage, cost or expense suffered by the Buyer by reason of the Seller’s termination of the Contract pursuant to Clause 14.

14.7 The Buyer will be liable for all loss, damage, cost or expense suffered by the Seller by reason of the Seller’s terminating the Contract pursuant to Clause 14.

14.8 The Seller is permitted to disclose to any relevant Sanctions Authority such documentation or information as may be required.

14.9 The parties will cooperate as necessary and without unreasonable delay to provide any documentation or information as may be required by any relevant Sanctions Authority.

14.10 Where required by the Seller, the Buyer shall at its own cost ensure that it complies with all Sanctions.

15 Anti-Bribery Legislation

15.1 The Buyer shall, and shall procure that its directors, officers, agents, sub-contractors, Affiliates and employees shall, whether directly or indirectly in connection with this Contract:

(a) commit any act or omission which could or might cause either of the parties to breach, or commit an offence under, any Anti-Bribery Legislation; and
(b) Comply with all applicable Anti-Bribery Legislation.

15.2 The Buyer shall promptly notify the Seller of:

(a) any claim, proceeding, formal notice or investigation with respect to Anti-Bribery Legislation, whether directly or indirectly in connection with this Contract and
(b) any breach of this clause

15.3 If the Buyer breaches this clause 15.1 or clause 15.2,

(a) Without affecting any other right or remedy available to it, the Seller may at its sole discretion terminate the Contract with immediate effect by giving notice to the Buyer; and
(b) Without prejudice to the Seller’s other rights and remedies, the Seller shall indemnify and keep the Seller indemnified from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs, judgments and expenses which the Seller incurs or suffers directly or indirectly in any way as a result of any breach by any of its obligations under this clause 15 of this Contract, including without limitation, the costs of selling the Goods to a person or entity other than the Buyer.

16 General

16.1 Termination of Contract.

The Contract shall be entitled to terminate the Contract immediately upon the occurrence of any of the following:

(a) The Buyer being in material breach of any term of these Conditions and such breach not being capable of being remedied; or
(b) The Buyer 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; or
(c) The Buyer becomes subject to any of the events listed in Clause 8, or suffers the equivalent of any similar or analogous event in any jurisdiction.

Without prejudice to any of its other rights or remedies, the Seller shall have the right to terminate the Contract without any notice or other requirement.

If the reasonable opinions of the Seller after an inspection into the Buyer’s financial or trade status or in light of any report considered by the Seller, the Seller at its absolute sole discretion deems that the Buyer may not be able to pay the price for the Goods and/or Services.

Termination of the Contract, however arising, shall not affect any of the parties’ rights and remedies that have accrued as at termination, or the provisions of Clauses from 9 to 14.

16.2 Assignment and subcontracting

(a) The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.

16.3 Notices

a) Any notice or other communication given to a Seller under or in connection with the Contract shall be in writing, addressed to the Buyer at its principal place of business or such other address as the Seller may have specified to the Buyer in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or email. Any notice or other communication given to a Buyer under or in connection with the Contract shall be in writing, addressed to the Buyer at its registered office or such other address as the Buyer may have specified to the Seller in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or [email].

b) A notice or other communication shall be deemed to have been received if delivered personally, when left at the Principal Office of Business; if sent by pre-paid first class post or recorded delivery, at 9:00 am on the second Business Day after posting; if delivered by commercial courier, the date and time of the courier's delivery receipt is signed, or, if sent by fax or email, one Business Day after confirmation of the transmission.

c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16.4 Severance.

a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

b) If, by reason of invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.5 Waiver.

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or defect. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

16.6 Relationship of parties.

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.

16.7 Third party rights.

A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.8 Variation.

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Seller.

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16.9 **Governing law and jurisdiction.**
The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law, excluding the United Nations Convention on contracts for the International Sale of Goods (1980) and without regard to any conflict of law principle.

Any dispute arising out of or in connection with this Terms and Conditions of Sale and/or Contract, including any question regarding their interpretation, implementation, existence, validity or termination, shall be finally and exclusively resolved by three arbitrators in London, England, in accordance with the London Court of International Arbitration (“LCIA”) rules as in force at the start of the arbitration proceedings, which rules are deemed to be incorporated by reference into this clause. The language of the arbitration shall be English. The appointing authority shall be the LCIA acting in accordance with the rules set forth by LCIA for that purpose and in force at that time.
Without limiting the generality of the foregoing, Supplier and/or any of its affiliates may apply to any court of competent jurisdiction in order to enforce its rights under Clause 11 and/or 12.

16.10 **General Data Protection Regulation (GDPR)**
The parties shall meet the requirements of any applicable legislation in relation to the protection of information regarding identifiable individuals (“Personal Data”), including the General Data Protection Regulation 2016/679. The parties agree that Personal Data shall be considered as Confidential Information for the purpose of these Conditions.