

## INEOS TECHNOLOGIES LIMITED Terms and Conditions of Sale (Feb 2022)

### 1 Applicability

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, practice or course 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 Interpretation

In these Conditions, the following terms shall bear the meaning as ascribed to them here below.

**Anti-Bribery Legislation:** means all laws and regulations relating to the prevention of bribery, corruption or fraudulent acts, including (but not limited to) the United Nations Convention on Anti-Corruption (as ratified in 2006), the UK Bribery Act 2010, and all other applicable laws and regulations.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London, England, are open for business.

**Buyer:** the person or firm indicated in the Order who purchases the Goods and/or Services from the Seller.

**Buyer's Stock Equipment:** equipment owned and sent by the Buyer to Seller to get the Services.

**Contract:** the contract between the Seller and the Buyer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

**Date of Delivery:** the date on which the Goods and/or Service Equipment are delivered at the Point of Delivery in accordance with the applicable Incoterm.

**Force Majeure Event:** any event affecting the performance of any provision of the Contract, arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party including, but without limitation, any adverse weather conditions, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies or raw materials, traffic, road accident, delay of a third party carrier, breakdown of plant and/or machinery, declared or undeclared war, military operations, riot, crowd disorder, strike or other labour disturbance, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or authority;

**Good:** the good (or any part of thereof) set out in Seller's written confirmation of the Order.

**Incoterm:** Incoterms 2010 as published by the International Chamber of Commerce in Paris, France, or any subsequent version thereof.

**Intellectual Property Rights** means any patents, trademarks, service marks, registered designs, database rights, applications for any of the foregoing, copyright, unregistered design rights, know-how and/or any other similar protected rights in any country.

**Order:** the Buyer's written notice for the Goods and/or Services, with the indication of the type, quantity, preferred date of shipment and any relevant shipping instructions relating to the Goods.

**Point of Delivery:** the place where the Goods and/or Service Equipment shall be delivered in accordance with the applicable Incoterm.

**Restricted Person** means a person that is:

(a) Listed on, directly or indirectly owned or controlled by a person listed on, a sanctions list, or a person acting on behalf of or at the direction of such a person;

(b) Located or currently resident in or organized or incorporated under the laws of a sanctioned country, or is owned or controlled by or acting on behalf of or at the direction of such a person; or

(c) Otherwise the subject of Sanctions;

**Sanctions** means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority;

**Sanctions Authority** means:

(a) The Security Council of the United Nations;

(b) The United States of America;

(c) The European Union;

(d) The member states of the European Union;

(e) Any other relevant sanctions authority whose Sanctions require the Buyer and Seller's compliance; and

(f) The governments and official agencies of any of paragraphs (a) to (e) above;

**Seller:** Ineos Technologies Limited, a company incorporated in Jersey whose registered number is 98813 and whose registered office is at 44 Esplanade, St Helier, Jersey, JE4 9WG, and with its principal place of business at Bankes Lane Office, Bankes Lane, PO Box 9, Runcorn, Cheshire, WA7 4JE, UK ("Principal Place Of Business").

For the avoidance of doubt, any notice or other communication given to the Seller under or in connection with the Contract shall be in writing and sent at its Principal Place Of Business or such other address as the Seller may have specified to the Buyer in writing.

**Seller's Stock Equipment:** equipment in Seller's ownership and/or possession (but excluding Buyer's Stock Equipment), and which Seller may decide to make available to Buyer.

**Service:** the service set out in Seller's written confirmation of the Order.

**Service Equipment:** the equipment (Seller's Stock Equipment and/or Buyer's Stock Equipment) which is subject to the performance of the Services.

**Specification:** Seller's specification for the Goods and/or Services as current from time to time, including any related plans and drawings, unless otherwise agreed in writing by the Buyer and the Seller.

### Construction.

In these Conditions, the following rules apply:

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors or permitted assigns.

A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

A reference to writing or written includes faxes and e-mails.

### 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 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.

3.4 The Contract constitutes the entire agreement between the parties. The Buyer agrees that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

### 4 Specifications

The Seller reserves the right to amend the Specifications of the Goods and/or Services, including in case of improvements and/or if 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 each delivery of the Goods and/or Services is accompanied by a packing list which contains at least the following information: relevant Seller's reference numbers, 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 use reasonable endeavours 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 arrival 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 not 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 supply 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, then the Seller shall store the Goods and/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 price of the Goods and the full price to perform the Services.

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, if no price is quoted, the price set out in 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 For the avoidance of doubt, insurance and transportation costs and charges shall be 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 to the Seller 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 by wire transfer in full and in cleared funds within 30 calendar days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Seller. Time of payment is of the essence.

6.7 If any sum payable under the Contract is not paid when due then without prejudice to the Seller's other rights under this Contract, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, 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 until 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 rights 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 when 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 cleared funds payment in full of the Price.

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 trustee of the Seller;

(b) keep the Goods free from any charge, lien or other 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) insure the Goods for the Price in full on behalf 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 on trust for the Seller and not mix it with any other money or pay the proceeds into any overdraft 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

# INEOS Electrochemical Solutions

in the ordinary course of the Buyer's business and will be a sale, 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 legally entitled to the proceeds of sale and the Buyer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all of the proceeds of the sale are kept by or on behalf of the Buyer in a separate and identifiable form and not paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Buyer shall discharge its debt to the Seller and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.

7.5 Until ownership in the Goods has passed pursuant to Clause 7.2, the Seller may recover the Goods at any time, and the Buyer grants to the Seller, its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Goods are or may be stored. In the case of the Goods being stored on premises owned by a third party the Buyer shall procure such a right for the Seller.

7.6 The Buyer's right to possession of the Goods shall cease if the Buyer becomes subject to any of the events listed in clause 8, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly.

In such circumstances, without limiting any other right or remedy the Seller may have, the Seller may upon notice enter any premises occupied by the Buyer where the Goods are stored and repossess the Goods and the Buyer shall procure a right for the Seller to enter any premises not occupied or owned by the Buyer.

## Specific provisions applicable only to Services

7.7 Prior to shipment of any Service Equipment to Seller, the Buyer shall ensure that Seller's instructions, including in relation to packing and decontamination, have been executed.

7.8 The risk in the Service Equipment sent to Seller shall pass to Seller upon delivery DAP, place indicated by Seller.

The risk in the Service Equipment sent to Buyer shall pass to Buyer on the date when the Service Equipment arrives at the Point Of Delivery, in accordance with the applicable Incoterm.

7.9 Title in the Buyer's Stock Equipment shall remain with the Buyer at all times, except as provided for in 7.10.

Title in Seller's Stock Equipment shall remain with the Seller at all times, except as provided for in 7.10.

7.10 **Pool System.** In circumstances where the Seller has provided Buyer with Seller's Stock Equipment as a temporary replacement for any Service Equipment to be sent by the Buyer to the Seller to get the Services, the following shall apply:

7.10.1 The Seller accepts that Title in the Seller's Stock Equipment delivered to the Buyer, shall only pass to the Buyer at the date when both the following conditions are met:

a) the Buyer has returned to the Seller an equivalent quantity of the Seller's Stock Equipment delivered to the Buyer;

b) the Seller has received clear funds in its accounts for all the sums due under any Contract.

7.10.2 The Buyer accepts that Title in the Buyer's Stock Equipment delivered to the Seller, shall only pass to the Seller at the date when the following condition is met:

a) the Seller has received clear funds in its accounts for all the sums due under any Contract.

7.10.3 If the parties have agreed in a Contract that a charge is payable for the renting of the Seller's Stock Equipment, the applicable fee shall continue to accrue and be payable in accordance with the Contract until the date when Buyer has returned to the Seller an equivalent quantity of the Seller's Stock Equipment that had been delivered to the Buyer;

7.10.4 Both parties accept that the Service Equipment to which they have Title to at the end of the Contract may not physically be the same as that which they had at Title to at the start of the Contract, and they shall not incur in any liability arising out and/or in connection thereof, other than for Buyer's payment of the Services under the relevant Contract.

7.10.5 The Buyer accepts that the Seller has the right to scrap and charge for replacement any Service Equipment, without the Seller incurring in any cost or liability in connection with this activity, if, in the Seller's reasonable opinion, the Service Equipment cannot be serviced in line with the Specification.

## 8 Buyer's insolvency or incapacity

8.1 If the Buyer becomes subject to any of the events listed in clause 8.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods and/or Services delivered to the Buyer shall become immediately due.

8.2 For the purposes of clause 8.1, the relevant events are:

a) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors, other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

d) (being an individual) the Buyer is the subject of a bankruptcy petition or order;

e) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

g) (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;

h) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;

i) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(h) (inclusive);

j) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;

k) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

l) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 Seller shall be entitled to exercise a lien on the Service Equipment for any overdue sums owing by the Buyer to Seller.

## 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 relating to such possible use shall form part of the Contract.

9.3 The Buyer 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 delivered and/or Services performed are not in accordance with the Specification and which should be apparent on reasonable inspection. If the Buyer fails to give notice in accordance with the foregoing then, except in respect of any defect that is not one 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 If within a period of 12 months from 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 Seller not to comply with the Specification due to defects in materials, 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 at its option will:

(a) replace, free of charge, such Goods and/or Services;

(b) refund the price of such Goods and/or Services; or

(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 obligation under Clause 9.4 will not apply where:

(a) the Goods and/or Service Equipment have been improperly altered in any way whatsoever, or have 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 with incompatible products and/or technology;

(d) any instructions as to storage of the Goods and/or Service Equipment have not been complied with in all respects; or

(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 same coming to the knowledge of the Buyer where the defect is not one which 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, whether implied by statute, common law or otherwise, and including, without limitation, warranties of merchantability and fitness for a particular purpose, are hereby excluded to the fullest extent permitted by law. The remedy provided pursuant to Clause 9.4 shall be the sole 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/or in connection with the Contract. Nothing in these Conditions shall limit or exclude the Seller's liability:

(i) for personal injury or death resulting from the Seller's negligence;

(ii) fraud or fraudulent misrepresentation; or

(iii) any matter for which it would be illegal for the Seller to exclude or to attempt to exclude its liability.

10.2 It shall be the exclusive responsibility of the Buyer to ensure that the use transportation, storing and disposing of the Goods and/or Service Equipment supplied hereunder, and the use and/or implementation of any technical or other information supplied by the Seller with the Services is carried out lawfully and in compliance with the applicable legal requirements, including with regard to safety, health and environment matters. The responsibility for any such use or implementation shall rest solely and exclusively with the Buyer.

10.3 The Seller shall under no circumstances whatever 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, overhead recovery, anticipated savings, loss of data, loss of production, depletion of goodwill, product recall, nor for any special, indirect or consequential loss or damage, or otherwise for any costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) arising under or in connection with the Contract.

10.4 Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, as well as their agents, officers, directors, employees, representatives, successor and assigns ("**Indemnitees**") from and against any and all loss, damage or liability resulting from demands, claims, suits or actions arising out of or in connection to this Agreement, including, but not limited to, the preparation, delivery and use of the Goods, Service Equipment and/or Services and in connection with personal injury or death. The indemnity provided shall include, but not be limited to, costs and expenses of whatever kind or nature, including attorneys' fees and court costs, which may be imposed on, incurred by or asserted, directly or indirectly, against Seller and/or the Indemnitees.

10.5 Without prejudice of the other provisions of this Clause, the Seller's total maximum liability for any claim, loss or injury arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, breach of contract, or otherwise, shall in no circumstances exceed 10% of the price received by the Seller under a Contract, for the Good and/or Service from which liability has arisen.

10.6 No provision in these Conditions shall apply to the extent that its application is prohibited or rendered void by applicable law. In any such event the other provisions of these Conditions shall continue into force and the parties agree that liability shall be limited to the minimum permitted by applicable law and shall exclude any damages other than those compensating direct losses arising out of the gross negligence or wilful misconduct of Seller.

10.7 The exclusions and limitations of liability of Seller, as well as the indemnification obligations, shall extend in favour of any Indemnitees who performs any obligation or renders any service on behalf of Seller.

## 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, and not to disclose to any third party, any and all the terms of the Contract and of these Conditions and any information in relation to Goods, Service Equipment, Seller's business or any other technical or business information received from the Seller, whether disclosed orally, in writing, by display or embodied in any material, coating, hardware or any physical medium ("**Confidential Material**").

11.2 The obligations set forth in Clause 11.1 shall not apply to any portion of Confidential Material which, (i) at the time it is received or obtained by Buyer is (a) generally of public knowledge; or (b) lawfully in Buyer's possession otherwise than by receipt directly or indirectly from Seller, its affiliates and/or their predecessors, without restriction on its subsequent use or disclosure; and (ii) after it is received or obtained by Buyer is (a) generally of public knowledge other than through fault or omission on the part of Recipient; or (b) is lawfully received or obtained by Buyer, without a restriction on its subsequent use or disclosure, from a third party who did not receive the same, directly or indirectly, from Seller, its affiliates and/or their predecessors.

# INEOS Electrochemical Solutions

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 individual 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 and/or its affiliates ("Related Recipient(s)") on a need-to-know basis, and provided that they are obligated to Buyer at least to the extent that Buyer is obligated under the Contract. Buyer shall enforce such obligations of the Related Recipient and shall be liable to Seller for any breach thereof.

11.4 The Buyer 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.

If, after expiry or termination of the Contract, the Buyer wishes to engage a third party to recoat any of the Service Equipment or Goods supplied by Seller hereunder, the Buyer shall first return the Service Equipment or Goods to Seller to enable Seller, at the Buyer's expense, to strip the residual coating from the Service Equipment or Goods in order to protect Seller's Confidential Material. Seller shall thereafter deliver the Service Equipment or Goods to the Buyer at the Buyer's expense. In such event, Seller agrees to remove the residual coating and deliver such Service Equipment or Goods within sixty (60) days of receipt at the facility indicated by the Seller.

Before any work can be carried out on the Service Equipment or Goods by a third party, such third party must sign a secrecy agreement in a form acceptable to Seller. Failure to comply will render the Buyer in breach of this Clause 11 and/or the secrecy provisions of the relevant licence agreement.

11.5 The Buyer represents and warrants that:

- it has the free right to disclose all information and material provided by it in any manner to Seller during the course of the Contract (including any third party information disclosed to Seller); and
- it has the free right to deliver Service Equipment and/or components thereof to Seller for the purposes contemplated in the Contract.

Without prejudice to any other remedy available to Seller, the Buyer shall indemnify and hold Seller harmless against any such claim for damages, costs or other remedy by any third party arising from a breach of representations and warranties above. This provision shall apply also for the benefit of any Seller's affiliate, agents and/or their nominees.

## 12 Intellectual Property Rights

12.1 Exclusive ownership of, and sole rights to obtain 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 or 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.

12.2 Buyer agrees to do, and/or to procure the performance of, all such further acts as may be necessary in order for the Intellectual Property Rights in the Confidential Material to properly vest in the Supplier or its nominee.

12.3 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 Buyer shall not use the Seller's name, logo, product nomenclature or any other identification marks without the prior written consent of the Seller.

12.4 Seller shall not assert any patent with claims directed to the Goods, Service Equipment and coating supplied under a Contract having a priority date before the date of the delivery thereof under a Contract (and to the extent that Seller has the right to grant immunities thereunder without accounting to others), to prevent Buyer from using such Goods, Service Equipment and coating in the plant where they are used ("Plant"), for the purpose of making chlor-alkali products in the Plant and from using and selling such products in all countries of the world.

## 13 Force Majeure

If Seller is prevented or delayed in the performance of any of its obligations by a 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 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 manner whatsoever.

Seller 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 business 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 has occurred, Seller shall be entitled to allocate, in a manner 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:

- Is a Restricted Person;
- Save as disclosed to the other Party, is in breach of any Sanctions;
- 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;
- Will directly or indirectly use, lend, contribute or otherwise make available all or any part of the Goods;
- For any trade, business or other activities of, 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 a person or entity that is the subject of Sanctions; or
- In any other manner that would reasonably be expected to result in the Seller being in breach of any Sanctions or becoming the subject of Sanctions.

14.2 The Buyer confirms 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 the subject of Sanctions.

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

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:

- The Buyer commits a breach of this Clause 14 which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so; or
- The Contract would, or in the Seller's reasonable opinion would, result in a breach by the parties or any of their subsidiaries in respect of 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 terminating 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:

- Not commit any act or omission which causes or could cause either of the parties to breach, or commit an offence under, any Anti-Bribery Legislation; and
- Comply with all applicable Anti-Bribery Legislation.

15.2 The Buyer shall promptly notify the Seller of:

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

15.3 If the Buyer breaches Clause 15.1 or Clause 15.2:

- 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
- Without prejudice to the Seller's other rights and remedies, the Buyer 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 the Buyer of 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 Seller 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 remedy;

(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 liability to the Buyer if, in the reasonable opinion 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 that party 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 e-mail]. 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 other 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 e-mail].

b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the Principal Place 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, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, 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 any 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 default. 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. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 16.6 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.

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.

## **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 any 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.