

CONDITIONS OF SALE

1. **ENTIRE AGREEMENT:** Except as otherwise reflected in a contract which has been signed by authorized representative of INEOS and Buyer, the terms and conditions which govern the sale of the goods herein are limited to the terms and conditions specified herein, and formation of any contract of sale is expressly made conditional on Buyer's assent to these terms, which constitute the sole, entire and exclusive agreement between Buyer and INEOS in this transaction and supersede all prior discussions, proposals, negotiations, representations and agreements. INEOS objects to and will not be bound by any additional, different or inconsistent terms in Buyer's purchase order or other documents from Buyer, and shipment pursuant to a purchase order of Buyer that contains additional, different or inconsistent terms does not constitute acceptance of such terms. No conditions, understandings or agreements purporting to waive, modify or vary the terms hereof will be binding unless hereafter made in writing and signed by an authorized representative of each party.
2. **PRICE AND PAYMENT:** Unless price is otherwise agreed, all orders will be priced in accordance with INEOS's price quotation in effect on the date of shipment. Buyer will make payment for all shipments hereunder against INEOS's invoice such that the funds are available to INEOS within 30 calendar days from the date of invoice, regardless of whether such 30th day is a business day, terms net cash, unless otherwise indicated on the face hereof. Buyer will pay a finance charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on any past due amounts. If at any time, in INEOS's opinion, the financial responsibility of Buyer becomes impaired or unsatisfactory to INEOS, or inadequate to meet the obligations hereunder, the terms of payment may, at INEOS's option, be revised or withdrawn, and INEOS may require cash or other satisfactory security before making further shipments to Buyer. In addition to any other legal remedy, if Buyer fails to fulfill the terms of payment or is in default with respect to any of the other terms and conditions hereunder, INEOS may defer further delivery of goods hereunder or may, at its option, cancel all further deliveries of goods to Buyer. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by INEOS in the collection of any sum payable by Buyer to INEOS.
3. **TAXES:** Any tax, duty or other governmental charge upon the sale and/or shipment of the goods herein specified now or hereafter imposed by federal, state, provincial or local authorities, will be added to the price of the goods shown on the face hereof and will be paid by Buyer.
4. **DELIVERY, TITLE, RISK OF LOSS:** Shipment dates are based upon INEOS's reasonable judgment, are subject to production limitations and factory schedules, and are not guaranteed. Buyer agrees to take deliveries of the goods in ratable amounts over the life of the contract. All sales are F.O.B. INEOS's shipping point, unless otherwise specified by INEOS. Title and risk of loss with respect to the goods covered hereby will pass to Buyer, and Buyer will become the sole owner and take possession of the goods, when the same are loaded into conveyances at INEOS's shipping point, unless otherwise specified by INEOS. Unless INEOS specifically agrees herein to pay all or some part thereof, Buyer will pay the freight or other delivery charges, inspection fees, if any, and all other charges levied or imposed on the goods after the loading is completed. If the INEOS prepays such charges on Buyer's request or for Buyer, Buyer will reimburse INEOS therefor. If Buyer is using INEOS's rail cars or other conveyances for transportation, Buyer will unload and return such conveyances to the carrier within the tariff or contracted period free of demurrage and/or detention charges. Buyer will indemnify INEOS from and against all losses, liabilities, damages and claims, including without limitation demurrage and/or detention charges, resulting from the use of said conveyances by Buyer, except to the extent caused by the sole negligence of INEOS.
5. **SUSPENSION OF DELIVERIES:** It is understood and agreed between Buyer and INEOS that if this contract covers material that must necessarily be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such material as has been completed and such as is in process on the date notice of the operation of the contingency is received by INEOS; provided that if Buyer for any reason cannot accept delivery of such material, he will make payment therefor as though delivery has been made, and INEOS will store such material for Buyer's account and at Buyer's expense.
6. **WEIGHTS:** INEOS's or carrier's weights (or INEOS's measurements in case of goods sold by volume) taken at shipping points, as stated in the invoice, will control unless proved to be in error. Claims for shortages or overages of less than one half of 1% of the gross weight of bulk shipments will not be allowed.
7. **WARRANTIES:** INEOS warrants that the goods furnished hereunder will meet, at the time of title passage, INEOS's written specifications applicable to such goods as in effect on the date of shipment. NO OTHER WARRANTY WHETHER EXPRESS OR ARISING BY OPERATION OF LAW OR FROM ANY COURSE OF DEALING OR TRADE USAGE OR OTHERWISE IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WILL EXIST in connection with the sale or use of such goods. Buyer assumes all risk and liability, and will indemnify INEOS from and against all losses, liabilities, damages and claims whatsoever (whether for personal injury, property damage or otherwise), arising out of the transportation, unloading, storage, handling or use, either singly or in combination with other substances, of any goods after title with respect to such goods passes to Buyer.
8. **REMEDIES OF BUYER:** Buyer's exclusive remedy is expressly limited, at INEOS's option, to replacement of (at the F.O.B. shipping point) or repayment of the purchase price for, the goods with respect to which damages are claimed. Failure by Buyer to give notice of claim within 30 days from the date of delivery or the date fixed for delivery, as the case may be, will constitute a waiver by Buyer of all claims of any kind arising as a result of such delivery, non-delivery or late delivery.
9. **LIMITATION OF LIABILITY:** The total liability of INEOS with respect to the goods covered hereby or otherwise arising in connection with this contract, whether such liability is based on contract, warranty, negligence, strict liability or otherwise, will not exceed the purchase price of the goods in respect of which the claim is made. INEOS will in no event be liable for loss of profits or for any special, incidental, indirect, punitive or consequential damages arising out of the delivery, non-delivery, sale, resale, or use of INEOS's goods, whether based on contract, warranty, negligence, strict liability or otherwise.
10. **FORCE MAJEURE:** In case performance of any terms or provisions hereof is delayed or prevented in whole or in part because of or related to compliance with any law, decree, request, or order of any governmental agency or authority, whether local, state, provincial or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, explosions, storms, floods, acts of God, accidents of navigation, breakdown or failure of transportation, manufacturing, distribution, storage or processing facilities, failure of or interference with the manufacture, receiving, handling, delivery or consumption of the goods covered hereby, inability to obtain raw materials, chemicals, catalysts, fuel, power, labor, containers or transportation facilities, or for any other reason (whether or not of the same class or kind as herein set forth) which is not within the reasonable control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent (such occurrences referred to herein as "force majeure"), the party so suffering may at its option suspend deliveries or receipts during the period such cause continues, and no liability will attach against either party on account thereof. In the event of a force majeure affecting Buyer, Buyer will apportion its purchases among its suppliers of the type of goods covered hereby, including its own departments and affiliates, on an equitable basis. In the event of a force majeure affecting INEOS, INEOS may apportion its available supply of such goods among its purchasers including its own departments, divisions and affiliates on any basis INEOS reasonably considers equitable without incurring liability for failure to perform these terms and conditions of sale. When the delivery of goods has been prevented or delayed by any of the above causes, the quantity affected will be deducted from the amount required to be supplied hereunder with no obligation to make up that quantity. It is the parties' expectation that INEOS will supply the goods covered hereby from its own production and INEOS will not be required to acquire, by purchase or otherwise, additional quantities of goods from other suppliers or otherwise supplement its available supply of goods. The provisions of this paragraph will not be available to either party who fails to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch. The requirement that any force majeure be remedied with all reasonable dispatch will not require the settlement of strikes or labor controversies by acceding to the demands of the opposing party or parties. Notwithstanding the foregoing, Buyer will not be relieved of the obligation to pay for goods, title to which has passed to Buyer.
11. **PATENTS, TECHNICAL INFORMATION:** INEOS reserves the right to discontinue deliveries of any goods, the manufacture, sale or use of which in its opinion may involve patent infringement. Any technical advice given by INEOS in reference to the use of its goods is given gratis and without any warranty whatsoever as to advice given or results obtained.
12. **WAIVER:** Waiver by either party of any breach, or failure to enforce any of these terms and conditions of sale at any time will not in any way affect, limit or waive the right of that party thereafter to enforce these terms and conditions of sale.
13. **APPLICABLE LAW:** The construction of these terms and conditions of sale and the rights and obligations of the parties hereunder WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. Neither the orders, nor the rights and obligations of INEOS and Buyer arising from these terms and conditions of sale, will be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods, application of which is hereby excluded pursuant to Article 6 thereof. Any dispute relating to the sale of goods covered hereby must be brought in the courts of the State of Delaware, with venue in Delaware, or in the United States District Court for the State of Delaware, and the parties hereby waive any lack of personal jurisdiction or claim of inconvenience.
14. **HANDLING AND UNLOADING:** INEOS has provided to Buyer and Buyer hereby acknowledges receipt of INEOS's current Material Safety Data Sheet concerning the goods covered hereby. Buyer has the obligation to familiarize itself with all relevant safety and health information regarding such goods including the MSDS, to observe safe procedures and to comply with laws in the storage, handling, use and disposal thereof. Buyer acknowledges that the goods may require special handling, storage, transportation, treatment or use to comply with applicable safety and environmental laws and will take all reasonable actions to comply with such laws and avoid spills or other dangers to persons, property or the environment.
15. **ASSIGNMENT:** Buyer may not assign its rights or delegate its duties hereunder without the prior written consent of INEOS. INEOS may assign this agreement to an affiliated or subsidiary company, or to an entity growing out of a consolidation or acquisition by or merger with INEOS, or to a company or entity acquiring the majority of INEOS's assets related to the manufacture or sale of Product. This Agreement will inure to the benefit of and be binding upon the successors and, if properly assigned, the assigns of both parties.