

**Basell Sales & Marketing Company B.V.**  
**General Conditions of Sale – Advanced Polymer Solutions**

**I – General**

1. Unless otherwise agreed in writing by Seller, any offers, orders and sales by Seller of Products are based on these General Conditions of Sale and shall apply to any Contract. Buyer's terms and conditions are hereby expressly rejected.
2. In these General Conditions of Sale the "Seller" shall be Basell Sales & Marketing Company B.V. and any other legal entity within the LyondellBasell group of companies defined in the Contract as "Seller"; the "Buyer" shall be the person or company by whom an order for the purchase of Products is placed or with whom a Contract is made; the "Products" shall be all or any part of materials supplied or to be supplied by Seller; "Contract" shall be any contract between Seller and Buyer with respect to the Products.

**II - Price**

1. Seller has the right to set and vary at any time the prices at which it offers the Products for sale, until such time that the order has become binding between the parties under clause III.1.
2. Subject to the other conditions set herein, and unless otherwise agreed in Seller's acceptance of an order of Buyer, the Products or any part thereof will be invoiced at the price applied by Seller on the day that they are dispatched by Seller or collected by Buyer, or available for dispatch or collection, irrespective of the date of the order and the date of actual delivery, unless otherwise agreed in a Contract.
3. The prices of the Products are specified excluding Value Added Tax ("VAT"), excise duties and any other tax or duty (collectively "Taxes"). These and any future Taxes, including a change in rate of existing Taxes relating to the Products shall be for the account of Buyer. Buyer shall pay VAT to Seller in addition to the price of the Products, unless an exemption from VAT, a reverse charge or a zero percent VAT rate applies in accordance with the applicable laws (each a "VAT Exception"). On request of Buyer, Seller shall apply for such a VAT Exception and Buyer shall timely provide Seller for this purpose with all required information and/or documentation (collectively "Information") sufficient to support the VAT Exception applied. If Buyer fails to provide Seller with such Information in time, Seller shall be entitled to cancel the invoice for such delivery and issue a new invoice with VAT. In case (i) the delivery between Seller and Buyer takes place in the country where the Products are dispatched for transport ("Country of Dispatch") and (ii) Buyer has requested for a zero percent VAT rate and (iii) Buyer intends to sell the Products to a third party, Buyer shall prior to delivery to Buyer inform Seller whether or not the delivery between Buyer and the third party takes place in the Country of Dispatch. If Seller is involved in an audit or dispute regarding the VAT, customs or excise treatment of deliveries to Buyer, Buyer shall timely provide all reasonable Information required by Seller in connection with such an audit or dispute. If Buyer is under audit by any tax/customs authorities and the audit has any dealings with Seller, Buyer will inform Seller of any relevant facts and circumstances concerning such audit. If any (additional) Taxes become due because Buyer has not (timely) provided Seller with any Information as required under this clause, or because of any fraud, loss or misappropriation in relation to the Products or Information, Buyer will indemnify Seller against all liabilities for such Taxes, including any interest, penalties and costs.

**III – Orders and Deliveries**

1. Orders issued by Buyer shall become binding only upon written acceptance of the order by Seller, or upon the delivery of the Products, whichever is earlier. No order changes issued by Buyer shall be binding unless approved by Seller.
2. Seller may deliver a reasonable excess or deficiency of the weight or volume of the Products ordered by Buyer. Buyer shall pay for the amount actually delivered. Within the bounds of reasonableness, Seller is allowed to make partial deliveries.
3. Delivery terms and conditions agreed upon between Seller and Buyer shall be interpreted on the basis of Incoterms latest edition.
4. Any delivery date indicated by Seller shall be deemed as an approximate estimate. Seller shall inform Buyer, if the expected delivery date is delayed. In case Buyer does not agree with the new expected delivery date, Buyer shall be entitled to cancel the order as the exclusive remedy for the non-performance of the Contract by Seller.
5. Seller reserves the right to charge storage and other additional costs incurred by Seller from the due delivery date, if delivery is delayed by Buyer for any reason whatsoever.

6. Buyer undertakes that all returnable pallets identified as "PRS Property", with the PRS logo or indicated as such in any document provided by Seller will be made available for collection by PRS Management BV in a clean and good condition as specified by Seller's documentation. Where delivery is effected in rail tank wagons or containers on trucks, Buyer undertakes to hand them to the railway company or other relevant carrier for return in good condition not more than one business day from the time of arrival, failing which Buyer shall pay Seller the price of rental at Seller's standard rate. In case of FOB or FCA container deliveries by ship, Buyer shall be responsible to provide the container verified gross mass (VGM) declarations as required under the Safety of Life at Sea (SOLAS) Convention.
7. Without undue delay upon receipt of the Products, Buyer shall (i) verify that all markings and descriptions on containers and packages are in accordance with those specified by Buyer on its order and by Seller in the relevant order confirmation or acceptance and (ii) Buyer shall fully inspect the Products.
8. Buyer acknowledges that it is familiar with the Products and has been adequately warned by Seller of the risks associated with handling, transporting, using, storing and disposing of the Product, including, without limitation, those set forth in Seller's Safety Data Sheet for the Products ("SDS"). Buyer further acknowledges its separate and independent knowledge of such risks, which are known in Buyer's industry. Buyer affirms it has received and understands the contents of said SDS. Buyer will maintain compliance with all appropriate safe handling and use procedures, and all safety and health-related governmental requirements concerning the Products, and will take reasonable steps to inform its employees, agents, contractors, customers and other relevant third parties of proper use and handling requirements and of any risks associated with the Products. Such steps include, but are not limited to, dissemination of pertinent information contained in the SDS, as appropriate. Buyer will not deliver or consign Products to any party whom Buyer reasonably believes will handle, transport, use, store or dispose of said Products in a dangerous manner or contrary to law or the advice of Seller. Buyer hereby agrees that Seller will have the right to immediately cease delivery of Products to Buyer, if Buyer fails to take necessary action, within a commercially reasonable time, to prevent or mitigate imminent endangerment to human health, safety, or the environment with regards to Buyer, or Buyer's representatives or agents' storing, handling and use of the Products.

**IV - Force Majeure**

1. Seller shall not be liable for any failure to fulfil any term of the Contract if such fulfilment has been delayed, prevented, restricted, or affected by any circumstance or event beyond the Seller's reasonable control including, without limitation: (i) fire, explosion, flood, storm, earthquake, tidal wave, war, military operation, national emergency, civil commotion, acts of terrorism or any other similar event; (ii) pandemic, epidemic, serious illness or plagues, disease, quarantine restrictions, health emergency or outbreak; (iii) any strike or other difference with workers (whether involving the workforce of the party so affected or of any other party) or unions (without regard to the reasonableness of acceding to the demands of such workers or unions); (iv) any voluntary or mandatory compliance with any governmental law, regulation, decree, export prohibition, order, request or similar act; (v) any unavailability of or interference with the usual means of transporting Product; (vi) any inability by Seller to acquire from any one of its usual supply source(s) for this Contract on reasonably commercial terms, Product or any raw material, feedstock, labor, service, utility, equipment, machinery or facility necessary for manufacturing the Product; or (vii) any malfunction or breakdown affecting the plant, each a "Force Majeure Event".
2. If Seller's supply of Products should be limited as a result of any Force Majeure Event, Seller shall have the right to first satisfy its own needs and the needs of the other companies of the group of Seller and thereafter to distribute any available Products among its customers in such manner as Seller may reasonably determine. Seller shall not be obligated to purchase or obtain Products for Buyer on the open market or from other producers or suppliers of Products including group companies of the Seller. Should Seller purchase or obtain any quantity of Product following a Force Majeure Event, Seller may use or distribute such Product at Seller's sole discretion.
3. Buyer acknowledges that Seller may produce Product at multiple facilities and that a Force Majeure Event at any facility producing Product may constitute a Force Majeure Event under this Contract.
4. If the delay resulting from a Force Majeure Event shall continue for more than thirty (30) days, either party shall be entitled, on written notice to the other

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party, to cancel the orders with respect to Products undelivered at the time of cancellation.

**V - Payment**

1. Unless otherwise agreed, Buyer shall pay Seller the price of all Products delivered by Seller, without right of set-off or counter claim within thirty (30) days from the date of the invoice, which shall be the date of dispatch of the Products.
2. Seller's acceptance of partial payments of an invoice purported by Buyer to be in full shall not prejudice Seller's right to pursue the full payment of such invoice. In the event of late payment, Buyer shall be liable automatically and without any further action or formality being required, for the default statutory interest rate in force under the applicable law for commercial transactions between companies, from the due date until the date of payment.
3. If Buyer fails to pay Seller in accordance with the Contract, or if, in the reasonable opinion of Seller, the financial position of Buyer is impaired or unsatisfactory, Seller may, at its option and without prejudice to its other rights and remedies, (i) terminate the Contract with immediate effect by written notice to Buyer without any further action or formality being required, (ii) suspend or cancel deliveries until all indebtedness is paid in full, and/or (iii) deliver the Buyer on a cash in advance basis only.
4. Seller reserves the right to off-set any debt due from Buyer or any associated or subsidiary company of Buyer to Seller or to any associated or subsidiary company of Seller against any amount due to Buyer or any associated or subsidiary company of Buyer.
5. Amounts due on a Saturday shall be received by Seller on the previous Friday. Amounts due on a Sunday shall be received by Seller on the following Monday. Amounts due on a public holiday falling on a Monday shall be received by Seller the next banking day. Amounts due on any other public holiday shall be received by Seller the day before.

**VI - Passing of Property**

1. The Products shall remain the property of Seller until the price has been paid in full.
2. In the event of late payments by Buyer, Seller is entitled to repossess the Products owned by Seller at Buyer's expense.
3. For deliveries of Products to Buyer or Buyer's affiliates located in Germany the following provisions shall additionally apply:  
Should Products delivered by Seller be processed by Buyer, Seller acquires co-ownership of the new item in proportion to the value of the Products to the value of the other materials used. If Products owned by Seller are processed or irreversibly mixed with an item belonging to Buyer and this is the main item, then Seller acquires co-ownership of the new item in proportion to the value of the Seller's item to the value of the main item. In such cases Buyer shall be the custodian. Buyer hereby assigns to Seller all claims resulting from the sale of any items to which Seller has property rights (if applicable, to the value of Seller's co-ownership of the items sold) to provide security. On demand of Seller, Buyer has to provide all necessary information on the stock level of items owned by Seller, the relevant claims assigned to Seller and to inform his customers about the assignment. If the value of securities exceeds the claims Seller has against Buyer by more than 10 per cent, Seller shall release securities to this extent on request of Buyer.

**VII - Warranty and Limitation of Liability**

1. Seller warrants that the Products shall comply with Seller's commercial product specifications for the Products in question as applicable at the time of dispatch of the Products which are available upon request, except where Seller does not have a commercial product specification available for the Product in question, in which case Seller warrants that upon dispatch the Products shall comply with the specifications indicated on the relevant Certificate of Analysis. For avoidance of doubt, properties relating to the Products that may be contained in product stewardship bulletins, technical data sheets, safety data sheets or equivalent documents or on [www.lyb.com](http://www.lyb.com) do not constitute commercial product specifications and are only intended for description purposes. Notwithstanding the foregoing, where Product is identified as developmental, sample, pilot, or test lot, or is sold after Seller has identified it as scrap, non-specification, off-specification, or the like, it is given or sold to the Buyer "as is", at Buyer's own risk, with no warranty whatsoever.
2. All other warranties or conditions as to quality, description or performance of the Products, statutory or otherwise, are excluded except insofar as such exclusion is not permitted by law. Warranties on merchantability, satisfactory

quality, and fitness for purpose are hereby explicitly excluded even when a purpose is known. No such warranties are to be implied from the name or description under which the Products are sold or from any advice or recommendations given by Seller, its employees or agents, or those of its affiliates.

3. Any complaints or claims of Buyer including, but not limited to, the quality of the Products shall be reported to Seller in writing within thirty (30) days after Buyer becomes aware or should have been aware of the reasons for the claims, and in any case within three (3) months after delivery of the Product. Any claims not made in accordance with the aforementioned requirements shall be deemed forever waived.
4. Subject to the other terms of these General Conditions of Sale and save in respect of liability which may not be limited under the law, Seller's and any of Seller's affiliates' total liability for any claim arising out of or in connection with the Contract shall not exceed the sales price of the Products concerned. Seller will not be liable for any indirect, incidental, special, consequential, or punitive cost, expense loss or damage as well as loss of production, loss of use, loss from business interruption, loss of profit, loss of business, loss of goodwill or reputation, or wasted expenditure (all whether direct, indirect or consequential).
5. Any technical advice, assistance, testing or reports furnished by Seller or any of its employees, agents or affiliates to Buyer with respect to (i) the selection or use of the Products delivered to Buyer or (ii) the storing, handling or usage of Product ("Technical Assistance") shall be given and accepted at Buyer's sole risk. Buyer and its customers may not rely on any Technical Assistance to make any claims relating to the human health effects, or environmental benefits or attributes of Buyer's or its customer's product(s). Buyer and its customers may not rely on any Technical Assistance to make any claims relating to the human health effects, or environmental benefits or attributes of Buyer's or its customer's product(s). Seller shall have no liability whatsoever for the use of, or results obtained from, the Technical Assistance. Buyer shall indemnify Seller from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions with regard to any action relating to, resulting from or in connection with (A) Technical Assistance provided by Seller, or (B) claims or representations, or the absence of adequate warnings made by Buyer, Buyer's customer, or any other third party, relating to environmental benefits or risks, including, but not limited to attributes, impacts, recyclability, recycled content, feedstock, energy use, life cycle assessment, greenhouse gas emissions, sustainability, and/or waste generation of or associated with any item or good manufactured with product, whether manufactured by Buyer, Buyer's customer or any other third party. The limitation of liability and indemnity contained herein shall apply for the benefit of any employees, agents and other representatives of Seller.
6. Buyer explicitly affirms it has read and understood, and that it shall regularly consult and appraise itself of any changes to (i) the prohibited applications and/or end-uses given in Section 1 of the relevant SDS or, if no such information is included in the SDS, as identified as Applications Prohibited by LyondellBasell on [www.lyb.com](http://www.lyb.com) ("Prohibited Applications") and (ii) the end-use applications identified as Applications Requiring LyondellBasell Approval on [www.lyb.com](http://www.lyb.com) ("Restricted Applications") for the Products, both as may be amended from time to time. Buyer warrants that Product(s) will not, directly or indirectly, by Buyer or by any third party, be used in (i) Prohibited Applications, and in (ii) Restricted Applications without Seller's prior written approval for each specific Product or application. Buyer further warrants that to the extent Buyer received Seller's written approval as per the preceding sentence, it shall not use any Product in a Medical Application other than Products sold under the *Purell* brand name. Seller reserves the right to verify compliance with the foregoing and Buyer shall timely provide all reasonable information so required by Seller. Seller reserves the right to terminate the Contract, fully or partially, (i) in case of Buyer's use of a Product in a Prohibited Application, (ii) in case of Buyer's use of a Product in a Restricted Application without Seller's prior written approval, and/or (iii) if Buyer fails to (timely) provide Seller with the information requested pursuant to this paragraph.
7. Any and all indemnification obligations under any Contract will survive the cancellation, termination, completion, or expiration of such Contract.
8. Seller makes no warranty, express, implied or otherwise, relating to any human health effects (or claims), sustainability effects (or claims) or environmental effects (or claims) made by Buyer or its customers in marketing or other materials for Buyer's or its customer's product(s).

**VIII – Compliance**

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1. Buyer agrees to comply fully with all applicable laws, ordinances and regulations, including but not limited to, anti-bribery, consumer protection, export control, marketing laws, economic sanctions laws, and all hazardous materials transportation and hazardous communication standards for the safe labeling, handling and use of the Product. In the event that the Contract should at any time be in conflict with any legal requirements, then either party will have the right to terminate the Contract by notice to the other party.
2. Buyer acknowledges that certain of Seller's Products are controlled by US or EU or United Kingdom import and export laws, regulations, and sanctions (collectively "Trade Control Laws"). Buyer expressly agrees that it shall not export, re-export or otherwise divert Seller's Products in violation of any Trade Control Laws.

**IX – Miscellaneous**

1. Buyer shall treat the Contract and any related business information provided by Seller confidential. Buyer will not use the trademarks of Seller without Seller's prior explicit written approval.
2. Seller shall have the right to assign, sell, or otherwise transfer at its sole discretion any Contract and all receivables, claims, related rights and security under, or relating to, any Contract to any third party. Buyer shall not be entitled to assign any Contract, or otherwise transfer any rights or obligations under any Contract to any third party.
3. In the event that any provisions of the Contract or these General Conditions of Sale are or becomes invalid or non-enforceable, the remaining provisions shall continue to be effective.
4. Any waiver of any term or condition of this Contract shall not be construed as a waiver of any future breach of such term or condition.
5. No qualification, variation of, addition to, or deletion from these General Conditions of Sale and/or any Contract shall be effective unless expressly agreed in writing.

**X - Applicable Law and Jurisdiction**

The Contract shall be construed and governed in all respects by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods (1980). Any dispute arising in connection with the Contract shall be exclusively submitted to the competent court in Rotterdam, the Netherlands, or, at Seller's option, the competent court of Buyer's registered office.