

**TERMS AND CONDITIONS**

1. These Terms and Conditions of Sale, along with any other terms of sale that may be agreed in writing by the Buyer and INEOS Styrolution Mexicana, S.A. de C.V. (hereinafter referred to as the "Seller"), contain the full and exclusive agreement between the parties with regard to the sale of each Product of the Seller. These Terms and Conditions of Sale, along with any other terms agreed by the parties, such as quotes from the Seller, shall be referred to herein as the "Agreement". If any conflict, contradiction or ambiguity arises between any of the terms agreed in writing by the parties and these Terms and Conditions of Sale, said written agreement shall have preference and must be duly signed by the representatives of the parties and shall govern the business relationship between the Seller and the Buyer.

All terms and conditions contained in any verbal or written communication not expressly accepted by the parties with the signature of their representative, be it prior or subsequent to this Agreement, including, without limitation, terms and conditions contained in the Buyer's purchase orders that are different from or additional to the Agreement, shall not be accepted by the Seller and shall not be binding thereupon, and the Seller rejects them as of this moment by virtue hereof.

No addition, waiver, alteration or modification of the Agreement shall be valid unless it is done in writing and signed by an authorized representative of each party. The Buyer's acceptance of a delivery of Product from the Seller shall constitute the acceptance of the effective term hereof for said delivery, given that the Buyer states it is familiar with the Agreement.

2. The Buyer's obligation to pay the price shall arise at the moment the Seller ships the Product to Buyer. The price of the Product is the price in force as of the date on which the Product is shipped off for delivery, unless there is a written agreement between the parties specifying otherwise. The Seller may change the price of any Product at any time without requiring the consent of the Buyer. Payment of the full amount of each invoice shall be provided to the Seller in the currency set forth in the corresponding invoice. No offsetting or deduction of any kind shall be permitted from any invoice and such practices are therefore not authorized by the Seller.

In addition to the purchase price, the Buyer shall pay to the Seller each and every government tax, charge or obligation of any type (excluding taxes based on the Seller's revenue) that the Seller is required to pay in connection with the production, processing, transportation, export, import, storage, delivery, sale or advertising of the Product, and with regard to any material(s) used to make the Product. If requested by the Seller, the Buyer shall, within a timeframe of 10 business days following the request in question, provide to the Seller proof of such payment the moment each payment is made. Notwithstanding the foregoing, the Seller shall not collect any tax, and the Buyer shall not pay any tax, for which the Buyer provides the Seller with a filled-in exemption certificate or a direct payment permit certificate. The Buyer shall be liable for any corresponding tax, interest and penalties in the event of said exemption certificate or direct payment permit certificate being rejected by the tax collection authorities.

The Seller's acceptance of a banker's draft, check or other form of payment is subject to immediate collection of the full nominal amount thereof. If the Seller does not receive payment when it should, any pending amount shall accrue interest at a monthly rate of 3% payable on the first day of default and on the first day of each subsequent month until such time as full payment has been provided.

The Buyer is hereby notified and accepts that any amounts payable thereto by the Buyer as the price of the Product may be sold, assign, transfer or convey by the Seller to INEOS Styrolution Receivables Finance Designated Activity Company or a trustee of any trust in which INEOS Styrolution Receivables Finance Designated Activity Company acts as beneficiary and the Buyer agrees that the Seller may transfer, assign or convey and disclose data related to such receivable to: (i) INEOS Styrolution Receivables Finance Designated Activity Company, (ii) any trustee of any trust in which INEOS Styrolution Receivables Finance Designated Activity Company acts as beneficiary, or (ii) any third party purchaser of the receivable, including a third party abroad.

3. The Seller may, at its entire discretion, grant credit to the Buyer in connection with the purchase of the Product hereunder pursuant to the terms, conditions and quotes set forth by the Seller every now and then. Notwithstanding the foregoing, if at any moment the Buyer's financial capacity or the credit risk involved were to become unsatisfactory for the Seller, the Seller may immediately demand payment of all outstanding debts, suspend deliveries or seek payment in cash or some other satisfactory guarantee before it makes any subsequent shipments or deliveries hereunder. The Seller's choice of requesting payment in cash or a guarantee shall not affect the Buyer's obligation to buy the contracted materials. The Buyer agrees to pay all the costs and expenses, including any reasonable legal fees, incurred by the Seller in order to collect any amount payable by the Buyer to the Seller.

In addition to the foregoing, the Seller shall not be under any obligation to make any refund whatsoever, provide any credit or make any other payment of any type to the Buyer unless the Buyer provides payment in full and fulfills all its obligations

hereunder, as well as any other contractual obligation it may have in favor of the Seller. Furthermore, if the Buyer fails to make any payment when it is due, the Seller may offset each and every outstanding payment or other debts of the Buyer to the Seller against any of the outstanding payments or other debts that the Seller or any of its affiliates may owe to the Buyer.

4.If the Buyer breaches any term of the Agreement or any other contractual obligation to the detriment of the Seller, the Seller may: (a) delay any or all Product deliveries that have been requested or that are requested afterwards, or suspend any other action that may have been set forth pursuant to the Agreement or pursuant to any other contractual obligation in favor of the Buyer until such time as the Buyer rectifies its noncompliance, or (b) terminate the Agreement forthwith if the Buyer fails to rectify said noncompliance within a timeframe of ten (10) days following reception of the written notice from the Seller describing said noncompliance. In the event of termination, all outstanding payments or other debts of the Buyer to the Seller shall become past due and payable no more than fifteen (15) days after submittal of the notice of termination.

Reception by the Seller of an amount lower than the total amount owed shall be taken as an advance, but does not entail a waiver of any of the Seller's rights under the Agreement or the applicable laws.

Notwithstanding any provision of the Agreement, the Seller shall not be under any obligation to provide any refund or credit or make any payment of any other type to the Buyer unless the Buyer is complying with its payments and other obligations pursuant to the Agreement, as well as any other contractual obligations it may have in favor of the Seller. In addition, if the Buyer fails to make its payments within the timeframes agreed with the Seller, the latter shall be entitled to offset any missing payments or other debts of the Buyer to the Seller against any missing payments or outstanding debts that the Seller or any of its affiliates may owe to the Buyer, notwithstanding any other actions that the Seller may take pursuant to the Agreement and the applicable legislation.

5.Neither the Seller nor the Buyer shall be liable for any delay or failure to deliver the Product when written notice is provided and said delay or non-delivery is due to any circumstance beyond their reasonable control, including without limitation (a) fire, storms, flooding, strikes, closure by the management or some other labor-related issue, explosions, accidents, acts of war or terrorism, riots, public disorder, seizure, interference with the usual means of transportation for the Product, or similar circumstances, (b) any regulatory standard, law or restriction from any government department, commission, board of directors, office, agency, court or any other means from any multinational organization of sovereign states, countries, states, provinces, territories, associations of municipalities, municipal districts or any other political subdivisions thereof (a "Government Authority"), any seizure or confiscation of the Product by any Government Authority, or any compliance with a demand or request for said Product for the purposes of national or multinational defense, (c) the Seller's inability to obtain any necessary raw material, energy source, equipment, labor or transportation, at or on the required price or terms (by the Seller) in order to be feasible, of the Seller's usual supply sources, or (d) any other reason or contingency beyond the reasonable control of the party (regardless of whether or not it is of the same type or nature as the reasons or contingencies set out above and including but not limited to mechanical breakdown and plant closure), shall not commit the party to any obligation during the period this inability exists. The amounts of Product affected may, at the choice of either party, be removed from the Agreement with no liability, but the Agreement shall remain unaffected in the same mode. If, for any reason, the Seller is unable to provide the amounts of Product set forth in the Agreement, the Seller may assign its available supply among its buyers, including the Seller's departments and divisions, in a manner that the Seller deems fair and practical without owing the Buyer for any lack of compliance that may result from the foregoing.

Without limiting the general nature of the foregoing, the Seller shall not under any circumstances be obliged to buy the Product from any third party in order to deliver it to the Buyer in the event of force majeure. Furthermore, the parties' obligation to provide timely payment shall not be subject to the provisions set forth in this clause.

6.The Seller shall provide and/or make available to the Buyer a Material Security Data Sheet (MSDS) for each product delivered to the Buyer. The MSDS set forth information on the Product in question and describe the precautions, if required, that need to be taken in the transportation, delivery, reception, unloading, storage, handling and use of said Product. The Buyer states and accepts that, by virtue of the foregoing, it is familiar with all the information and precautions in the field of health and safety contained in the MSDS or sent to the Buyer by the Seller in any other way and at any time. The Buyer shall instruct its employees, agents, contractors, clients or any party that may be exposed to the Product on the information and precautions, as well as make copies thereof available to the parties. The Buyer assumes full responsibility and obligation to comply with the information and precautions referred to above, as well as with any laws, bylaws, decrees and regulatory standards issued by any Government Authority that may apply to the processing, transportation, delivery, reception, unloading, storage, handling, sale and use of each Product. The Buyer also agrees to protect, defend and hold the Seller harmless in the event of any complaints, lawsuits, legal action, damages and losses, obligations, costs, expenses (including reasonable legal fees), penalties and trials associated with the processing, transportation, delivery, reception, unloading, storage, handling, sale and use of any Product after delivery that is (i) contrary to any information provided to the

Buyer or (ii) in breach of any applicable rights, bylaws, decrees or regulatory standards issued by any Government Authority. The Seller does not accept any obligation due to noncompliance with regard to instruments or materials used for reception or unloading by the Buyer, regardless of whether or not they have been supplied by the Seller.

**7. ANY TECHNICAL ADVICE PROVIDED OR ANY RECOMMENDATION MADE BY THE SELLER OR BY ANY REPRESENTATIVE THEREOF IN CONNECTION WITH ANY USE OR APPLICATION OF ANY PRODUCT IS DEEMED RELIABLE, BUT THE SELLER DOES NOT MAKE ANY ABSOLUTE GUARANTEES, BE THEY EXPRESS OR IMPLICIT, WITH REGARD TO THE ACCURACY OR COMPLETENESS THEREOF OR THE RESULTS OBTAINED. AS FAR AS ANY PROCESSING OF ANY PRODUCT IS CONCERNED, THE BUYER ACCEPTS FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND ASCERTAINING THE SUITABILITY OF THE PRODUCT FOR ITS INTENDED USE OR APPLICATION.**

**8. THE SELLER DOES NOT MAKE ANY ABSOLUTE GUARANTEES OF ANY KIND, BE THEY EXPRESS OR IMPLICIT, BASED ON FACT OR ON LAW, EXCEPT FOR THE SELLER'S OBLIGATION TO (I) DELIVER PRODUCT THAT COMPLIES WITH THE SELLER'S PUBLISHED SPECIFICATIONS (OR AS THESE ARE OTHERWISE REFERRED TO IN THE AGREEMENT), AND (II) PROVIDE IMPLICIT ABSOLUTE GUARANTEES OF TITLE, FREE OF ANY THIRD-PARTY RIGHTS AND THE RIGHT OF TRANSFER THEREOF. THE SELLER DOES NOT MAKE ANY ABSOLUTE GUARANTEES REGARDING THE SUITABILITY OF A PARTICULAR PROPOSAL, OR ANY ABSOLUTE GUARANTEES OF MARKETABILITY EXCEPT FOR THE ONE SET FORTH HEREIN.**

**9. THE SELLER'S TOTAL OBLIGATION AND THE EXCLUSIVE OPTION OF THE BUYER FOR ANY RIGHT TO TAKE ACTION IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF WHETHER IT IS BASED ON NON-CONTRACTUAL, CONTRACTUAL OR OBJECTIVE LIABILITY OR ON ANY OTHER LEGAL BASIS, IS LIMITED EXPRESSLY TO THE REPLACING OF IRREGULAR PRODUCT OR THE PAYMENT OF ANY AMOUNT THAT DOES NOT EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCT FOR WHICH DAMAGES OR LOSSES ARE BEING CLAIMED, AT THE SELLER'S CHOICE. THE SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT RESTRICTED TO HAPHAZARD, SPECIAL, PUNITIVE OR INDIRECT DAMAGES.**

**THE BUYER SHALL INSPECT THE PRODUCT PROVIDED, PURSUANT TO THE PROVISIONS HEREOF, IMMEDIATELY AFTER DELIVERY IN ORDER TO CHECK IT'S STATE. WITH THE EXCEPTION OF CLAIMS DUE TO SHORTNESS, FAILURE BY THE BUYER TO NOTIFY THE SELLER OF ANY CLAIM WITHIN A TERM OF THIRTY (30) DAYS AFTER THE DELIVERY DATE SHALL BE CONSTRUED AS ACCEPTANCE OF THE PRODUCT AND A WAIVER BY THE BUYER OF ANY CLAIMS IN THIS REGARD. ANY CLAIMS DUE TO SHORTNESS MUST BE RECEIVED IN WRITING BY THE SELLER WITHIN A TIMEFRAME OF FORTY-EIGHT (48) HOURS AFTER DELIVERY OF THE PRODUCTS. THE SELLER SHALL BE GIVEN REASONABLE OPPORTUNITY TO INSPECT ANY SHIPMENT CLAIMED BY THE BUYER AS BEING SHORT.**

**10. The Seller guarantees that the Product manufacturing process or processes and the Product itself do not infringe any valid patent. Given that the Seller does not have control over the utilization, disposal, subsequent processing, mixing or reaction of any Product with other products, chemical products or materials, the Buyer therefore accepts full responsibility and obligation and agrees to protect, defend and hold the Seller harmless in the event of any liability, among other things, for any claim associated with the infringement of any third party intellectual property rights, patents in process performed by the Buyer or patents on products made by the Buyer.**

**11. THE BUYER SHALL INDEMNIFY THE SELLER FOR ANY LIABILITY (BE IT OBJECTIVE OR OTHERWISE) FOR ANY CLAIM, LOSS OR EXPENSE, BE IT DIRECT OR INDIRECT, DUE TO ANY INJURY OR ILLNESS OR THE DEATH OF ANY PERSON (INCLUDING THE BUYER'S EMPLOYEES) OR DAMAGE TO PROPERTY (INCLUDING BUYERS) THAT MAY ARISE FROM TRANSPORTATION, STORAGE, HANDLING, SALE OR UTILIZATION IN ANY MANUFACTURING PROCESS OF THE BUYER OR ALIENATION OF THE PRODUCT.**

**12. The Seller shall deliver the Product to the point of delivery specified in the Agreement and/or the respective quote. or at the point of delivery indicated by the Seller when the Seller confirms the Buyer's order. If the place of delivery is ambiguous or not specified, the Product shall be delivered to the facilities of the Seller or a third party where the Product has been finished or is stored. The risk of Product loss shall be taken on by the Buyer when the Product is transferred under the custody of the first transporter entrusted with the task of delivering the Product to the point of delivery. When the delivery truck, wagon or vehicle (the "Vehicle") arrives and is put in position at the point of delivery, the Buyer shall be responsible for immediate unloading from the Vehicle in a manner that does not cause any damage to the Vehicle, as well as for the immediate release of the empty Vehicle in appropriate conditions for being loaded by the Seller. The Buyer shall not use said Vehicle with the**

exception, subject to any delays or impounding charges, of temporary storage of the Product only at the point of delivery while it is being unloaded without delay. Without limiting the foregoing, the Buyer shall not use the Vehicle for transporting or storing any other products. The Buyer may not, at any stage prior to the return to the Seller of any emptied wagon used to deliver the Product, have the wagon transported to any other location without the explicit prior consent in writing of the Seller. Any movement or temporary storage of any wagon shall be conducted at the risk and on the account of the Buyer, and the Buyer shall indemnify and hold the Seller harmless in the event of any claims, costs, expenses or damages and losses that may arise from the unloading, movement or temporary storage or other utilization of the wagon before it is returned empty to the Seller.

13. Seller may assign, sub-let, sub-contract or novate all or any part of its rights, liabilities or obligations under these Terms and Conditions of Sale or the Agreement without the Buyer's written consent to an affiliate of the Seller, or to a purchaser of the business to which the Agreement relates. The Agreement shall be binding and inure to the benefit of the successors and assigns of the respective parties. In order to enable the parties to fully assert their rights and comply with their obligations pursuant to the Agreement or these Terms and Conditions of Sale, any provisions of the Agreement or these Terms and Conditions of Sale that may be needed in order to ensure said asserting or compliance shall remain in force after the termination of the Agreement or these Terms and Conditions of Sale.
14. The Agreement shall be effective and interpreted pursuant to the laws of México City, México. The parties agree, approve and waive any other jurisdiction that may apply to them in any current disputes or any that may arise in the future from or in connection with the Agreement. Failure by either party to assert, on one occasion, any right it may have pursuant to the provisions of the Agreement shall neither amount to nor be construed as a waiver by said party of said right in the future or of any other right it may have. Any waiver must be set forth in writing and be signed by the waiving party. If any provision hereof is held invalid or inapplicable, it shall be the intent of the parties that the remaining provisions hereof remain fully valid and in force, and the provisions affected or a part thereof be held modified insofar as they are enforceable as much as possible, in order to provide the truest representation of the economic intentions of the parties as evidence of the provisions hereof. Nothing herein shall be construed as creating any direct or favorable right for or on behalf of any third party.