

1. Scope

1.1 All supply of goods and performance of services on the part of INEOS Styrolution Switzerland S.A. (hereinafter referred to as 'INEOS Styrolution') shall be undertaken exclusively on the basis of these conditions of sale, unless special conditions apply to particular cases of supply and performance, or unless any other individual agreement has been concluded in writing between INEOS Styrolution and the purchaser. Any deviations from these conditions of sale must be confirmed expressly in writing by INEOS Styrolution. These conditions of sale shall also apply to long-term or recurrent contractual relationships and contracts concluded with the same business partner even if no further express reference is made in this respect. These general conditions of sale shall be deemed to have been accepted on acceptance of the goods or performance at the latest.

1.2 Other standard terms and conditions or other conditions of the purchaser which contradict these general conditions of sale shall only apply if and to the extent that INEOS Styrolution has agreed to them expressly in writing. In particular, silence on the part of INEOS Styrolution shall not be construed as recognition of or agreement to any such conditions of the purchaser.

2. Offers

Offers from INEOS Styrolution shall not be binding, but shall be construed as an invitation to the purchaser to submit a purchase offer to INEOS Styrolution.

3. Product quality

3.1 Unless otherwise agreed in writing, the quality of the goods is determined exclusively by INEOS Styrolution's product specifications applicable from time to time. Features of specimens and samples shall only be binding if they have been agreed in writing as quality features of the goods.

3.2 Except as set forth in Clause 3.1, INEOS Styrolution does not make any guaranty or warranty, nor issue any assurance in respect of quality features, either expressly or by tacit agreement. In particular, INEOS Styrolution does not provide any warranty with respect to the usability of the goods or their suitability for a particular purpose or application. The purchaser himself is required to verify whether or not the goods are suitable for the further processing or application intended and whether or not they comply with the relevant statutory requirements.

4. Prices

Only the prices confirmed in writing by INEOS Styrolution shall apply.

5. Time of delivery, partial delivery, place of delivery

5.1 Delivery dates quoted by INEOS Styrolution shall be non-binding unless they have been expressly confirmed by INEOS Styrolution in writing as 'binding delivery dates'.

If INEOS Styrolution fails to meet a delivery date, the purchaser shall have the right to set an extension period of at least 10 (ten) working days. After expiration of such extension period the purchaser shall have the right either to rescind the contract within 3 (three) working days or to request that deliveries continue to be made. There shall be no claims for damages based on non-compliance with delivery dates.

5.2 INEOS Styrolution shall have the right to make partial deliveries at any time and to invoice them accordingly.

5.3 Unless otherwise agreed in writing, delivery shall be made in accordance with the Incoterms (2010) stipulated in the individual contract. If no Incoterms have been agreed or other agreements made in writing, INEOS Styrolution shall deliver ex works (Incoterms 2010) from the production or warehousing facility concerned.

6. Observance of statutory regulations

6.1. Unless specifically agreed otherwise in writing, the purchaser shall be responsible for observing statutory and regulatory provisions covering the import and export, transportation, storage, use and disposal of the goods. This shall apply in particular to resale and to the scheduling of supply and performance, and all technology or documentation connected therewith, to countries which are subject to Swiss, EU or US export control law and, if appropriate, the export control law of other countries.

6.2. If at the time when the goods are to be despatched there is a statutory or regulatory requirement to obtain a license for the export of the goods, and if said export license, having been applied for, is not granted, INEOS Styrolution shall have the right to rescind the contract.

7. Payment

7.1 The purchaser shall pay the purchase price without deduction to INEOS Styrolution on the due date. As regards timeliness of payment, the time at which the amount owed is actually credited to the account of INEOS Styrolution shall be definitive. If a period allowed for payment has been agreed with the purchaser, it shall begin on the date of the invoice in the absence of any other written agreements.

7.2 If the purchaser is in default of payment the annual interest rate shall be either (i) 10 per cent or (ii) 8 percentage points above the basic interest rate of the European Central Bank, i.e. whichever of the two is higher at the time of default. The purchaser shall however be permitted to provide evidence showing that no loss or damage was actually suffered by INEOS Styrolution, or that the loss or damage suffered by INEOS Styrolution was actually less severe. The assertion of claims for interest shall not affect the right of INEOS Styrolution to assert other rights or make claims for further loss or damage. If the purchaser is in default of payment INEOS Styrolution may, moreover, rescind the contract without setting the purchaser an extension period.

8. Warranty

8.1 The purchaser shall examine the goods and their packaging with respect to quantity and condition immediately on receipt. Notification of quantity deviations and/or patent defects is to be given immediately on delivery of the goods, or within 10 (ten) calendar days of receipt at the very latest, whilst notification of hidden defects is to be given immediately upon discovery. Complaints are to be made in writing, quoting the order details, the invoice and despatch numbers, and the code (or batch) number of the goods which are the subject of the complaint. If the purchaser fails to give notification of defects in the proper form and within the prescribed period, the goods shall be deemed to have been approved. The purchaser may not refuse to take delivery of goods on grounds of minor defects.

On request, the purchaser shall make available to INEOS Styrolution the goods or samples which are the subject of the complaint for examination. In case of culpable refusal to do so, the warranty shall lapse.

8.2 In cases in which defective goods are delivered, the purchaser shall be entitled to his statutory rights with the following limitations:

At its own discretion, INEOS Styrolution shall at first have the right either to rectify the defect or to supply the purchaser with defect-free goods (supplementary performance).

INEOS Styrolution shall be allowed two attempts at supplementary performance, each within a reasonable period of time. If the supplementary performance proves unsuccessful or is unacceptable from the point of view of the purchaser, the purchaser shall, in accordance with the statutory requirements, have the right to rescind the contract, or to demand a reduction in the purchase price and, subject to Clause 9, claim damages and compensation for futile expenditure.

There shall be no entitlement to assert warranty claims in cases of minor deviations from the agreed quality or minor impairments of the suitability of the goods.

8.3 Warranty claims and all claims by the purchaser derived therefrom shall fall under the statute of limitation 12 (twelve) months after provision of the goods. This shall not apply to cases in which the law provides for a longer period of limitation, in particular cases involving fraudulent misrepresentation.

9. Restriction of liability, period of limitation

INEOS Styrolution shall only be liable without restriction in cases of intent or gross negligence, and in cases of injury to life, limb or health in accordance with statutory provisions.

9.1 Apart from that, the liability of INEOS Styrolution shall be restricted to direct damages and the amount shall be limited to twice the invoice value of the goods or performance concerned; INEOS Styrolution shall not be liable for consequential loss or damage, such as lost profit or loss of use.

The provisions of Clause 9.1 shall apply to all claims for damages, whatever their cause in law, resulting in particular from breach of obligation under this contractual relationship or based on tort. The above provisions shall also apply to the liability of the managerial and non-managerial staff of INEOS Styrolution and its legal representatives and vicarious agents.

9.2 All claims for damages against INEOS Styrolution, whatever their cause in law, shall – to the extent permitted by law – fall under the statute of limitation one year at the latest from the applicable statutory beginning of limitation.

10. Offset

The purchaser shall only be entitled to offset against claims by INEOS Styrolution with a counter-claim arising from the same supply relationship, said counter-claim being undisputed or having been established as legally binding. Apart from that, the purchaser hereby waives his right to offset in advance.

11. Securities

In the case of justified doubts regarding the ability of the purchaser to make payment, in particular in case of default of payment, INEOS Styrolution shall – while reserving the right to make further claims – be entitled to revoke agreed terms of payment and to demand advance cash payment for further deliveries and/or make them subject to the provisions of appropriate securities.

12. Retention of title, security

Until the purchase price of the goods has been fully paid by the purchaser INEOS Styrolution shall retain title to the goods in accordance with the following provisions.

12.1 All goods delivered ('goods subject to retention of title') shall remain the property of INEOS Styrolution until all claims have been met in full, in particular also any claims for outstanding amounts to which INEOS Styrolution is entitled under its own business relationship with the purchaser. This shall also apply if payments are made in respect of specially designated claims.

12.2 If the purchaser is in default of payment and said default involves not only minor amounts, INEOS Styrolution shall have the right to demand that the goods delivered be returned, the costs of said return being borne by the purchaser.

12.3 The purchaser shall label the goods subject to retention of title as the property of INEOS Styrolution and keep them separate from other goods.

12.4 The purchaser shall insure the goods subject to retention of title for a reasonable sum against elementary loss or damage, theft and vandalism. Claims against the insurance company regarding violation of property rights relating to the goods subject to retention of title are hereby assigned to INEOS Styrolution by the purchaser. INEOS Styrolution accepts the assignment.

12.5 If the purchaser processes the goods he shall in all cases do so on behalf of INEOS Styrolution. If the goods subject to retention of title are processed or compounded with other objects which do not belong to INEOS Styrolution in such a way as to be inseparable from them, INEOS Styrolution shall acquire co-ownership of the new object in the proportion of the invoice value of the goods to the other processed or combined objects at the time of processing.

12.6 If INEOS Styrolution's ownership of the goods expires as a result of compounding or mixing, the purchaser hereby transfers to INEOS Styrolution the ownership rights to which he would be entitled relating to the new stock or object in the amount of the invoice value of the goods subject to retention of title (or, in the absence of such, in the amount of their fair market value) and shall hold them in safe custody for INEOS Styrolution free of charge. INEOS Styrolution accepts the transfer. These co-ownership rights themselves shall be deemed to be goods subject to retention of title within the meaning of Clause 12.1.

12.7 The purchaser may only sell the goods subject to retention of title in the course of his normal business dealings and as long as he (the purchaser) is not in default, provided that the amounts receivable from the resale are transferred to INEOS Styrolution as per Clause 12.8.

12.8 The amounts receivable by the purchaser from the resale of the goods subject to retention of title are hereby assigned to INEOS Styrolution. INEOS Styrolution accepts the assignment. These receivables shall serve as securities in the same amount as the goods subject to retention of title.

12.9 The purchaser shall have the right to collect receivables from the resale until or unless said right is revoked by INEOS Styrolution. In this regard, INEOS Styrolution shall have the right of revocation if the purchaser is in default of payment of a not only minor amount, if an application has been made for the institution of insolvency proceedings, or if the purchaser has ceased to make payments. In these cases, the purchaser shall inform INEOS Styrolution immediately of the assigned receivables and their debtors, provide all the information required for collection, hand over the relevant records and documents, and inform the debtors of the assignment.

12.10 The purchaser must inform INEOS Styrolution of any (imminent or foreseeable) seizure or other impairment of the goods subject to retention of title by a third party or parties as soon as he gains knowledge thereof.

12.11 If, at the place abroad where the goods are situated following their collection or delivery, certain measures are necessary to ensure the validity of retention of title or assignment, the purchaser shall inform INEOS Styrolution of the fact and carry out such measures at his own expense if INEOS Styrolution so requests.

12.12 If at the place where the goods are situated after collection or delivery it is not possible to acknowledge retention of title and/or the other rights referred to above, the purchaser shall inform INEOS Styrolution thereof and shall at his own expense do everything that is necessary and reasonable to obtain for INEOS Styrolution security rights relating to the goods delivered which are as similar as possible to those rights, or to secure the claims of INEOS Styrolution to at least the same value.

13. Force majeure

If events or circumstances occur or prevail which are beyond the control of INEOS Styrolution (such as acts of god, war, strikes, shortages of raw materials or energy, breakdowns or stoppages of manufacturing equipment,

problems of transportation, damage due to fire or explosion, acts of government), decreasing the availability of the goods at the plant from which INEOS Styrolution delivers its goods so that INEOS Styrolution is no longer able to fulfill its contractual obligations (taking into account its other internal or external delivery obligations pro rata), INEOS Styrolution (i) shall be released from its contractual obligations for the duration of the disruption and within the scope of its effects and (ii) shall not be obligated to procure the goods from third parties. The above sentence shall also apply if said events and circumstances render it uneconomic for INEOS Styrolution to carry out the transaction concerned in the long term, or if they occur or prevail in the sphere of action of INEOS Styrolution's suppliers. If the events or circumstances persist or prevail for longer than 3 (three) months, INEOS Styrolution shall have the right to rescind the contract.

14. Assignment of claims

INEOS Styrolution shall have the right to assign the claims arising from or relating to the sale of the goods to INEOS Styrolution Receivables Finance DAC without the prior consent of the purchaser. Such assignment shall also include the right to disclose and transmit the data and information relating to the assigned claim to the assignee or a third party.

15. Place of jurisdiction

Place of jurisdiction shall be Rolle, Switzerland or – at the discretion of INEOS Styrolution – the place of general jurisdiction of the purchaser.

16. Applicable law

These general conditions of sale and all contractual relationships between INEOS Styrolution and the purchaser shall be subject to Swiss law, excluding the provisions of collision law and those of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) and other harmonised law.

17. Official language, miscellaneous

17.1 If these general conditions of sale are delivered to the purchaser in a language other than that in which the contract was concluded (the official language of the contract), this shall only be for convenience purposes. In case of differences in interpretation the text which is drafted in the official language of the contract shall prevail. In all cases of contradiction between individual sets of regulations, individually agreed provisions shall have priority. For the rest, the provisions of these general conditions of sale shall have top priority.

17.2 If any individual clauses of these conditions of sale should be wholly or partly invalid, this shall not affect the validity of the remaining clauses or parts of such clauses.