



**INEOS SINGAPORE PTE. LTD. - TERMS OF SALE**  
Mentioned below as "INEOS"

**1) GENERAL TERMS**

These terms apply between the buyer of Products ("Buyer" or "Customer") and INEOS SINGAPORE PTE.LTD. ("INEOS"). These terms, the transaction details to which they apply and the relevant document(s) including, but not limited to, the purchase order(s) that incorporate(s) these terms (collectively, the "Agreement") set out all contractual terms relating to the sale of the specified products (the "Products"), except where INEOS has agreed in writing to any changes. Where there is any inconsistency between these terms and the terms of the relevant document(s) that incorporate(s) these terms, the terms of such relevant document(s) shall prevail. For the avoidance of doubt, the Customer's standard terms of purchase and the UN Convention for the International Sale of Goods do not apply and this Agreement supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between INEOS and the Customer prior to this Agreement in respect of the matters dealt with in it. No representation or undertaking shall be taken to have been given or implied from negotiations between the parties save as expressly stated in this Agreement. To the extent permissible by law, neither party shall have any remedy in respect of untrue statements relied upon (unless such statements were made fraudulently), and the only remedies shall be for breach of contract.

INEOS may assign its rights to any third party and in particular to INEOS Finance (Ireland) Ltd. If requested, the Customer will and shall not unreasonably withhold the provision of its consent to any transfer of obligations by INEOS.

Definitions in "Incoterms 2010" shall apply to this Agreement.

**2) GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the laws of Singapore. The Customer submits that the Singapore courts will have exclusive jurisdiction in relation to it, except where INEOS elects to bring proceedings in such jurisdiction where the Customer is incorporated or domiciled (the "Applicable Jurisdiction"). In that regard, the Customer irrevocably waives its right to raise any objection to INEOS' chosen jurisdiction to claim against the Customer on the grounds of *forum non conveniens*.

**3) DELIVERIES**

INEOS will use reasonable endeavours to achieve delivery on time, in full (within a 0.5% weight tolerance). INEOS will keep the Customer informed of any material variation from agreed delivery times as soon as reasonably practicable. The Customer must provide what are, in INEOS opinion, proper, safe access and facilities to accept deliveries, and must reimburse any additional actual costs incurred by INEOS if INEOS suspend or refuse delivery where such access or facilities are not available or where unloading takes more than a reasonable time for a reason not attributable to INEOS. INEOS may inspect the Customer's facilities, if necessary, by entering the Customer's premises for such purposes. Delivery to or use by INEOS of any facilities does not constitute approval by or acceptability to INEOS.

In case of deliveries which are subject to energy taxation, the Customer is required to demonstrate to INEOS that the Customer is qualified to make use of the tax suspension or tax exemption procedure by presenting a valid license. If the Customer is unable to present a valid license for the tax suspension or tax exemption procedure, the Customer agrees that it will repay any taxes INEOS has paid on such date prescribed by INEOS.

**4) MEASUREMENTS**

INEOS quantity and quality measurements taken at the point of loading will be stated in the invoice and shall be binding unless proved by Customer to be in error.

**5) TRANSFER OF OWNERSHIP AND RISK**

INEOS will retain ownership of the Products, to the fullest extent permitted by law, until payment for the relevant quantity is actually received by INEOS (or to our order), even if Customer has co-mingled the Products with other goods or processed. In this case, INEOS will become co-owner. Until payment is made, the Products must be separately stored (where possible), identified and must be returned or be available for collection at INEOS' request. INEOS may enter Customer's premises to collect the Products. INEOS may maintain an action for payment, notwithstanding that INEOS retains ownership of the Products. If the goods are resold before the payment is completed, they are replaced by the receivables for the purchase price, which are hereby transferred to INEOS as security.

Risk in the Products shall pass to Customer as per the agreed Incoterm.

**6) PRICE, PAYMENT**

Unless otherwise agreed:

(a) the relevant price for the Products will be INEOS' price applicable on the date of loading;

(b) full payment must be received (without deduction for set off or counter claim unless INEOS has given its prior written approval) when due by electronic funds transfer to the account nominated by INEOS in the currency specified on the invoice. Any deduction for set off of counter claim or assertion of right to withhold shall be null and void a) unless INEOS shall have given its prior written approval, or b) if such amounts are not in dispute or are legally binding. Funds must be received in the nominated bank account no later than the due date on INEOS' invoice document or no later than the last banking day before the due date if that due date on INEOS' invoice document if that due date falls on a non-banking day. Late payments shall bear interest at 10% per annum from the due date until actual receipt of repayment. Notwithstanding the foregoing, all invoices for interest shall in addition include a fixed amount of USD500 (or its equivalent in such Applicable Jurisdiction) to cover INEOS' loss and indemnity for the additional work, including administrative work, induced by the delay in payment and the Customer hereby acknowledges that the additional interest and amount payable as aforesaid represents a genuine pre-estimate of the loss and damage which INEOS may suffer arising from any failure by the Customer to observe your payment obligations promptly;

(c) if INEOS requires, deliveries may be suspended when any invoice is not paid when due and until the Customer provides acceptable security for payment or makes repayment in full, without prejudice to any other rights INEOS may have;

(d) quoted prices do not include any Goods and Services Tax ("GST"), or any other taxes or charges, if applicable in the Applicable Jurisdiction. Customer must promptly provide INEOS on request with all evidence required under the applicable local, national or the laws of the Singapore and/or the Applicable Jurisdiction to justify any request for exemption from GST or other applicable taxes. Customer indemnifies INEOS against any tax, cost or penalty it may incur if the request for exemption is found not to be justified;

(e) where the price is determined by a formula, and variable values are not known, the most recent applied price shall be used as an interim price with subsequent readjustment.



## 7) LIMITATION OF LIABILITY

Unless otherwise agreed in writing, neither party shall be liable to the other party for:

- loss of or restriction of production;
- costs associated with business interruption;
- loss of contract or opportunity;
- loss of profits or expected profits;
- loss of Product;
- loss of revenue;
- loss of use;
- any punitive or exemplary damages; or
- any special, indirect, incidental or consequential damages

arising from or relating to this Agreement or the performance or non-performance of either party's obligations under the Agreement, whether based on warranty, condition, contract, tort (including negligence of any nature), strict liability, repudiatory breach or any other legal ground whatsoever.

In respect of all other loss or damage, INEOS' maximum aggregate liability to Customer arising out of or in connection with each sale under the Agreement shall be the higher of:

- (a) 4% of the aggregate invoice of sales of the same Product(s) by INEOS to Customer during the year prior to the date of delivery of the Product(s) to which the relevant sale relates; or
- (b) USD100,000 or its equivalent in such Applicable Jurisdiction.

In any case INEOS' maximum liability shall be subject to a maximum aggregate amount of USD200,000 or its equivalent in such Applicable Jurisdiction for all claims in any 12 months preceding a claim and including the value of that claim. INEOS is released from all liability in excess of the maximum, even where caused by INEOS negligence or breach of duty.

INEOS does not seek to exclude or restrict its liability in relation to: (a) death or personal injury resulting from (a) negligence; (b) fraud; (c) gross negligence; (d) illegality; and (e) any matter in respect of which, by law, it is not permitted to restrict its liability.

## 8) WARRANTIES

INEOS warrants that it is able to pass ownership of the Products sold to Customer, that they will meet the relevant contractual specification at the point where risk passes to Customer, and that they do not infringe any patent in their country of origin. To the maximum extent permissible by law, ALL OTHER CONDITIONS, WARRANTIES OR TERMS, EXPRESS OR IMPLIED (WHETHER BY STATUTE OR OTHERWISE) ARE EXCLUDED including as to quality, description or fitness for any purpose. INEOS refers to the published Material Safety Data Sheets regarding the Products. However, any such information or advice provided by INEOS from time to time is accepted at the Customer's own risk and no liability shall arise unless mandatorily stipulated by law.

## 9) MAKING CLAIMS

Any claim for shortage, or damage in transit, must be made to INEOS in writing within 3 business days of receipt of the Products. Any claim for non-conformity to specification must:

(a) be made without delay after Customer become aware of the non-conformity but in no event no later than 40 days from the date of receipt of the Products; and

(b) in respect of the Products which have been processed or mixed, be supported by reasonable evidence that the defect was not ascertainable before processing.

Only differences in net weight or volume against invoiced quantity in excess of 0.5% per bag or bulk delivery, or 1% per drum, may be subject to quantity claims.

Any claims not made as per the conditions above shall be deemed as a waiver by the Customer.

## 10) DUTY OF INSPECTION AND INFORMATION

The Customer commits to conduct appropriate testing of delivered Product to ensure its quality and quantity immediately after delivery prior to processing or mixing. If Customer failed to inspect the Product or omit to inform INEOS of any defect of the Product immediately within by 2 working days after realisation of the defect (even if a defect appears afterwards) the Product is deemed to be accepted by Customer. In this case INEOS shall not be held liable for any damages incurred by the Customer due to such defect of the Product unless the defect could not have been detected by the Customer's testing.

If Customer realised a quality deviation in the Product, all information, including test details, test results and Product samples shall be sent to INEOS as soon as reasonably practicable.

## 11) FORCE MAJEURE

"Force Majeure", shall mean for example but not limited to: Act of god, explosion, flood, tempest, fire or accident, war or threat of war, riots, terrorist acts, sabotage, insurrection, civil disturbance or requisition, strike, lock-outs, or other industrial actions or trade or labor disputes (except if involving solely employees of either INEOS or Customer), Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; plant breakdowns or plant disturbances, general shortage of raw material, energy, interruption of power supplies, fuel or transportation facilities or other disturbances beyond the reasonable control of the party concerned, which are not due to such party's negligence or wilful misconduct, and which constitutes a major impediment to or renders it impossible or commercially impracticable for such party to perform its obligations under this Agreement (other than the Customer's obligation to make payment for such Product(s) received).

An event of Force Majeure shall release the affected party from such obligations for as long as and to the extent to which the event of Force Majeure impedes or prevents the performance of this Agreement in whole or in part. Neither party shall be liable for any loss or damage suffered or incurred by the other party arising from the first party's delay in performing or failure to perform such obligations to the extent that and for so long as such delay or failure results from an event of Force Majeure.

Force majeure prolongs contractual deadlines and defers contractual dates by the duration of the Force Majeure plus an appropriate start-up period.

INEOS shall not be required to acquire, by purchase or otherwise, additional quantities of the Product from other suppliers or from any of its related corporation, or otherwise supplement its available supply of Product. Available stock product of INEOS shall be allocated on a pro-rata basis (considering all delivery obligations of INEOS to its Customers).

A party being subject to an event of Force Majeure shall promptly notify the other party of the event and its expected duration. The Customer's obligation to pay for the Products delivered shall in no event be excused by Force Majeure.



#### **12) RETURNABLE CONTAINERS**

Where the Products are supplied in returnable containers or pallets, these must be promptly returned to INEOS at Customer's cost in substantially the same condition as how the Customer received them. If containers or pallets are returned damaged or not returned within 90 days of delivery, INEOS may invoice Customer for the containers' or pallets' repair or replacement. In the case of non-returnable containers or packaging, Customer must destroy these after use at Customer's own cost.

#### **13) INTELLECTUAL PROPERTY**

By purchasing the Products, Customer shall not obtain any rights to any intellectual property in or relating to the Products, including (without limitation) any trade marks, copyright, patents or rights in designs and, where such intellectual property is capable of registration, whether or not the same is registered.

#### **14) ANTI-BRIBERY & CORRUPTION**

The parties shall, and shall ensure that any Related Corporation in the meaning of section 6 of the Companies Act or persons engaged by or associated with either party in relation to this Agreement including but not limited to employees, contractors, subsidiaries, consultants, advisors, distributors and agents (the "Associated Persons"), shall, comply with all applicable laws, statutes, regulations, decrees and/or official government orders and codes relating to anti-bribery and anti-corruption.

The parties specifically undertake that no payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, money laundering, extortion or other unlawful or improper means of obtaining or retaining business or business advantage shall be made, offered, given, authorised or promised to: any person or entity (including, for the avoidance of doubt, any government official; any political party or official thereof; any candidate for political office; or any other person, individual or entity at the suggestion, request or direction of or for the benefit of any of the above-described persons and entities) by any of its owners, directors, officers, employees and other Associated Persons.

Each party hereby undertakes that it:

- (a) will not do, or omit to do, any act that will cause or lead the other party to be in breach of any of the above;
- (b) will notify the other party promptly of any request or demand for any undue financial or other advantage of any kind received from any person in connection with the performance of this Agreement;
- (c) if requested, will assist the other party and any of its Related Corporation in complying with its obligations under the law and understands that any breach of this clause will amount to a material breach of this Agreement; and
- (d) indemnifies the other party against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, such other party as a result of any breach by a party of this clause.

#### **15) TRADE COMPLIANCE**

The Customer warrants and represents that neither the supply of the Products nor any subsequent supply of the Products (or items into which Products have been incorporated) by the Customer to a third party, shall place INEOS or its Affiliates in breach of any applicable export control or sanctions rules (including but not limited to those of Singapore, the United Nations, European Union, United Kingdom and the United States of America). The Customer shall not supply the Products (or items into which the Products have been incorporated, processed or mixed) directly or indirectly to any jurisdiction that is the subject of a Public Statement of the Financial Action Task Force. The Customer's failure to comply with this clause shall constitute a material breach of this Agreement. The Customer shall indemnify INEOS against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, INEOS as a result of any breach by the Customer of this clause.

#### **16) SEVERABILITY**

In the event that any term, condition or provision of this Agreement or the application of any such term, condition or provision shall be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which this Agreement is intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from this Agreement and the remaining shall survive and remain in full force and effect and continue to be binding and enforceable in that state, country or region.

#### **17) DATA PROTECTION**

The Customer warrants and represents that it will observe all applicable personal data protection and/or privacy requirements in Singapore under the Personal Data Protection Act 2012 (No. 26 of 2012) and such Applicable Jurisdiction, such as the EU General Data Protection Regulation (where applicable), in the collection, use, storage and transfer of personal data. To the extent that INEOS receives any personal data pursuant to this Agreement, INEOS will also comply with all applicable personal data protection and/or privacy requirements in Singapore under the Personal Data Protection Act 2012 (No. 26 of 2012).

#### **18) RELEASE AND INDULGENCE**

Any liability to INEOS may in whole or in part be released, compounded or compromised or time or indulgence given by INEOS in its absolute discretion without in any way prejudicing or affecting INEOS' rights against the Customer and/or any other party under the same or a like liability whether joint and several or otherwise.

#### **19) BUSINESS CAPACITY**

The Customer agrees and acknowledges that it has entered into this Agreement with INEOS, and will undertake the transactions contemplated herein, as part of, or in the course of, the Customer's business activity, and not as consumers (including for purposes of the Consumer Protection (Fair Trading) Act (Cap 52A) of Singapore).

#### **20) FURTHER ASSURANCE**

The Customer shall do all such acts and things and execute and sign all such documents and instruments as may be necessary, desirable or expedient in INEOS' reasonable opinion to give effect to the terms of, and the commercial understanding recorded in, this Agreement.

#### **21) APPLICABILITY OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B) OF SINGAPORE**

The Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce this Agreement or any of its terms.