

General Conditions of Purchase

1. SCOPE:

These Conditions apply to Purchase Contracts entered into by any LyondellBasell Group entities incorporated in Australia ("Purchaser") with a Seller whenever these Conditions are expressly or impliedly incorporated in or form part of the Purchase Contract.

2. SALE:

The Seller agrees to sell and the Purchaser agrees to purchase Goods on the terms of the Purchase Contract.

3. VARIATION TO PURCHASE CONTRACT:

- (1) The Purchaser reserves the right at any time to vary the Purchase Contract or any part thereof by notice in writing to the Seller. If a variation causes an increase or decrease in the Seller's price or an alteration in the delivery time, an equitable adjustment shall be negotiated between the Purchaser and the Seller. The Seller must assert any claim for adjustment in writing direct to the Purchaser within twenty-one (21) days from the date on which the Purchaser notifies the Seller of the variation.
- (2) The Purchaser's authority to vary the terms and conditions of a Purchase Contract (with the exception of the placement of Offtake Orders), to nominate or cancel the nomination of an Agent or to extend or cancel the extension of a Purchase Contract to a Beneficiary is vested exclusively in the Contract Holder or his or her delegate. Any purported variation not so authorised is not binding on the Purchaser.

4. STATUTORY REQUIREMENTS / PURCHASER'S SPECIFICATIONS:

The Seller is totally responsible for the design, construction, testing and loading of Goods (and delivery, installation and commissioning when specified) in accordance with all of the Purchaser's nominated specifications and with all applicable statutes, standards and codes of practice. The Seller must review and approve purchasing documents for adequacy of specified requirements prior to release.

5. INSPECTION:

The Purchaser or its Agent has the right to inspect all or part of the work specified in the Purchase Contract at any stage of engineering, manufacturing or installation. This right of inspection shall be extended by the Seller to the Purchaser or its Agent under the terms of any sub-contracted work. The Purchaser or its Agent has the right to reject any work which does not meet the requirements of the Purchase Contract. The Seller shall afford the Purchaser the right to verify, at source or upon receipt; the purchased products conform to specified requirements. Verification by the Purchaser does not absolve the Supplier of the responsibilities to provide acceptable product nor shall it preclude subsequent rejection.

6. TRANSPORTATION:

The Seller is responsible for ensuring that the Goods are suitably packed to minimise the risk of loss or damage during transportation. The Seller is liable for loss or damage due to unsuitably packed Goods and for any difference in freight or charges arising from its failure to follow any transport instruction in the Purchase Contract and to properly describe the Goods transported. Where the Purchase Contract specifies, the Goods shall be packed, marked and transported as specified.

7. DELIVERY DOCUMENTATION:

The Seller shall clearly mark all documents with the Purchase Contract reference and the item number, unit of measurement, description and serial number of the Goods, or other information specified in the Purchase Contract, as applicable. All of these documents are to accompany the Goods to the delivery destination specified in the Purchase Contract.

8. PROPERTY IN GOODS AND DOCUMENTATION:

- (1) Except where sub-clause 8(2) or 8(3) applies, property in the Goods passes from the Seller to the Purchaser on payment of the invoice price for the Goods or on delivery of the Goods to the Purchaser, whichever first occurs.
- (2) This sub-clause applies only where Goods are required under the Purchase Contract to be manufactured, assembled or installed by the Seller at premises owned or in the possession or under the control of the Seller.
 - (a) For the purposes of sub-clauses 8(2) and 8(3), "Goods" includes any tool, part, component or raw material which is to be incorporated in or used to manufacture, or which has been procured or produced by the Seller to be incorporated in or used to manufacture the Goods.
 - (b) Property in the Goods passes from the Seller to the Purchaser as soon as the Goods become part of the process of manufacture, assembly or installation of the Goods.
 - (c) Subject to paragraph (d), the Seller may exercise all its rights, both at law and in equity, to obtain payment of any moneys owed to it in respect of the Goods (for example, its rights (if any) as a licensee by operation of law).
 - (d) If the Seller is in breach of the Purchase Contract or evinces an intention or an inability to fulfil any or all of its obligations under the Purchase Contract, any right to possession of the Goods then vested in the Seller as licensee or otherwise ceases forthwith and the Purchaser may at any time thereafter, and from time to time, take possession of the Goods.
 - (e) For the purposes of paragraph (d), the Seller hereby grants to the Purchaser or its Agent a right of access to any property or premises owned or in the control of the Seller on which the Goods are held and shall provide to the Purchaser or its Agent all reasonable assistance requested by or on behalf of the Purchaser to locate and remove the Goods.
 - (f) Any costs or losses incurred by the Purchaser in recovering the Goods under this clause or resulting directly or indirectly from the circumstances giving rise to that recovery (including, without limitation, costs incurred by or on behalf of the Purchaser in the completion of the process of manufacture, assembly or installation of the Goods which would otherwise have been undertaken by the Seller under the Purchase Contract) shall be a debt owing by the Seller to the Purchaser and may be deducted from the sums (if any) which are or become due and payable by the Purchaser to the Seller under the Purchase Contract.
- (3) Property in any tools used for the manufacture of Goods unique to the Purchaser (for example Goods bearing the Purchaser's trade mark) passes from the Seller to the Purchaser as soon as the tools are purchased, manufactured or assembled by the Seller.
- (4) (a) Property and copyright and all other intellectual property rights in any Documentation specifically prepared or developed for the design, development, construction, manufacture, operation or supply of the Goods to the Purchaser shall vest exclusively in the Purchaser immediately upon the date of creation of that Documentation. Nothing in this sub-clause shall

be taken to vest in the Purchaser property in any Documentation owned or supplied by the Seller existing prior to the making of a Purchase Contract for particular Goods.

- (b) If requested by the Purchaser, the Seller shall, and shall use its best endeavours to ensure that its employees, agents and contractors will, execute all instruments that are necessary and provide all reasonable assistance to the Purchaser to enable the Purchaser to perfect or register its property in the Documentation vested in the Purchaser pursuant to paragraph (a) or enforce its rights in that Documentation.

9. RISK:

The Goods remain at the Seller's risk until they have been completed and either loaded onto the Purchaser's nominated transport medium or delivered to an address nominated by the Purchaser, whichever is specified in the Purchase Contract.

10. PAYMENT TERMS:

- (1) The Purchaser's payment terms are thirty (30) days from the end of the month in which an invoice is dated following delivery of the Goods to the Purchaser's nominated place of delivery and acceptance of the Goods by the Purchaser.
- (2) Progress payments are not generally acceptable to the Purchaser. However, if the Purchase Contract specifically provides for progress payments, the following conditions apply as nearly as practicable in the circumstances, unless they are excluded or varied by the Purchase Contract:
- a. The Seller must sign a document signifying that ownership of the Goods (or part of the Goods, as applicable) vests in the Purchaser;
 - b. Purchaser shall be entitled to full refund of all progress payments paid to Seller and terminate the Contract if Seller fails to deliver the Goods by the agreed delivery date specified in the Purchase Contract;
 - c. Upon request by the Purchaser the Seller must provide the Purchaser with a Bank Guarantee in favour of the Purchaser issued by a bank acceptable to the Purchaser, for the full or part amount (as agreed) of the payment; and
 - d. The Seller must stamp or label the partly completed Goods located in the Seller's premises as the property of the Purchaser.

11. CONDITIONS AND WARRANTY:

It is a condition of the goods Purchase Contract that:

- (1) The Goods shall be new, will conform to their description and to any specifications in the Purchase Contract, shall be fit for their purpose and shall be of merchantable quality. These conditions shall not extend to any component part specified by brand and model by the Purchaser ("Specified Part") to be incorporated in the Goods, or to the extent that the Goods fail to comply with the conditions as a direct result of a defect in the Specified Part unless and to the extent that the failure was contributed to by the Seller's acts or omissions including the workmanship and design undertaken by the Seller in connection with the incorporation of the Specified Part into the Goods. The Seller shall, at the request of the Purchaser, assign to the Purchaser all its rights and interest in the contract relating to the supply to the Seller of the Specified Part and, further, the Seller undertakes that in entering into such contract it shall ensure that its right to assign its interest herein is in no way

restrained and that the conditions and warranties relating to quality of the Specified Part implied by statute are not excluded.

- (2) The Seller shall make good with all possible speed all defects which arise from defective design, materials or workmanship or from any act or omission of the Seller that under the conditions provided for by the Purchase Contract and under proper use appear in the Goods within the Warranty Period after delivery of the Goods or the period after the Goods have been put into service, as specified in the Purchase Contract, whichever is the sooner.
- (3) The Purchaser shall notify the Seller as soon as possible and in any event before any rectification work is undertaken of any defect that appears in the Goods and shall either:
 - (a) Give the Seller reasonable opportunity of inspecting and rectifying the defect; or
 - (b) Obtain formal authorisation from the Seller to arrange rectification of the defect at the Seller's cost; or
 - (c) Request the Seller to replace the defective Goods within a reasonable period at the Seller's cost.
- (4) The Seller shall retrieve defective Goods from the Purchaser and return the repaired Goods or replace them by other Goods, at the request of the Purchaser. The cost of retrieval and return and repair or replacement of defective Goods shall be borne by whichever of the Seller or the Purchaser is responsible for the defect. In this paragraph "retrieval" includes dismantling Goods to retrieve the defective Goods or detaching the defective Goods from real or personal property and "defective Goods" includes Goods discovered after delivery to have a latent defect or inherent fault; and
- (5) The Warranty Period on the Goods shall automatically be extended for a time equal to the time period taken by the Seller to repair or replace the original Goods pursuant to the warranty provisions of this clause 11.
- (6) Seller warrants that the price for the goods to Purchaser under this Purchase Contract is not less favourable than those charged to any other customer of Seller for the same or like goods.

12. PURCHASER'S INTELLECTUAL PROPERTY:

- (1) The Seller must not, at any time, use in the course of trade any LyondellBasell Trademark or LyondellBasell Insignia without the prior written consent of the Purchaser.
- (2) For the purposes of this clause 12, "LyondellBasell Trademark" means a trade mark owned or used by the Purchaser irrespective of whether or not that Trademark is registered, and "LyondellBasell Insignia" means any sign (including any letter, word, name, signature, numeral, device, brand, heading, label, ticket, shape, colour, sound or aspect of packaging) used to distinguish goods and services dealt with or provided in the course of trade by the Purchaser or a company or other entity associated with the Purchaser.
- (3) The operation of this clause 12 survives termination of the Purchase Contract, including termination for breach by either party and termination by expiry.

13. INTELLECTUAL PROPERTY RIGHTS INDEMNITY:

The Seller warrants that the sale or use of the Goods to be purchased by the Purchaser pursuant to the Purchase Contract shall not infringe or contribute to the infringement of any Intellectual Property rights of any

third party. The Seller shall indemnify the Purchaser against all actions, suits, claims, demands and proceedings whatsoever made or brought against the Purchaser in connection with any breach of this warranty.

14. ELECTRICAL EQUIPMENT:

If the Goods include any electrical components, the Seller must:

- (1) Obtain a Certificate of Acceptance from either:
 - (a) A third party (as agreed between the Seller and the Purchaser); or
 - (b) A local project site power authority; or
 - (c) Standards Australia;

signifying that the Goods and electrical components are acceptable for safe use in the manner in which it is intended they be used and that the Goods and electrical components comply with all applicable statutes, standards and codes of practice; and

- (2) Provide the Certificate of Approval for inspection by the Purchaser no later than seven (7) days after the Goods and electrical components have been received into the Purchaser's nominated place of delivery; and
- (3) Provide to the Purchaser on request a copy of the Certificate of Approval of the Goods and electrical components to the project site.

15. DANGEROUS GOODS:

The Seller must ensure total compliance with all the requirements specified in the most current edition of the 'Australian Code for the Transport of Dangerous Goods by Road and Rail' and amendments published from time to time.

16. DANGEROUS OR ENVIRONMENTALLY SENSITIVE GOODS:

The Seller shall arrange for the pick-up and return at its expense of Goods classified as dangerous or environmentally sensitive in the Purchase Contract and on the terms specified therein. The Seller shall assure the Purchaser that its disposal of dangerous or environmentally sensitive goods complies with all relevant statutory requirements for waste disposal.

17. CUSTOMS DUTY:

Unless specifically excluded in the Purchase Contract, the price includes any customs duty which may be payable in respect of the Goods or any part thereof.

18. DISPUTES:

If any dispute under the Purchase Contract cannot be settled direct with the Contract Holder within fourteen (14) days of the dispute arising, then the dispute must be referred direct to the Purchaser's Finance Director.

19. CONFLICT OF DOCUMENTS:

If any conflict occurs between the documents comprising the Purchase Contract then they shall be construed in the following order of priority:

- (1) first, the Purchase Contract and documents forming part of it (other than those specified in paragraphs (c), (d) and (e));
- (2) second, the Purchaser's Invitation to Tender
- (3) third, where supplementary conditions for Supply Agreements are incorporated in or form part of the Purchase contract, those supplementary conditions;
- (4) fourth, any Special Conditions; and
- (5) fifth, these Conditions, together with any supplementary conditions specified in the Purchase Contract.

Except where the Purchase Contract specifies to the contrary, any conditions supplied or sought to be incorporated in the Purchase Contract by the Seller do not form part of the Purchase Contract and shall not affect its meaning or interpretation.

20. TERMINATION:

Without prejudice to any remedy the Purchaser may have against the Seller for breach or non-performance of the Purchase Contract, the Purchaser may terminate the Purchase Contract forthwith by giving notice to the Seller upon any one or more of the following grounds:

- (1) If any interest of the Seller under the Purchase Contract or any property of the Seller is seized in execution or is attached by or under any court order obtained by or on behalf of any creditor of the Seller;
- (2) If the Seller commits an act of bankruptcy or becomes insolvent or enters into any composition or arrangement with creditors, or (being a body corporate) if a petition is presented or a meeting is called for the purpose of winding up the body corporate for any reason, or if it has a receiver or a receiver and manager or administrator or inspector appointed;
- (3) If the Seller's business premises are or any part thereof is expropriated or resumed or acquired by any authority to such an extent as to render the operation of the Seller's premises impracticable;
- (4) If any interest of the Seller under the Purchase Contract becomes vested by any means in any other person without the Purchaser's consent;
- (5) If the whole or a substantial part of the Seller's premises is destroyed or damaged to such an extent as to render the operation of the Seller's premises impracticable;
- (6) If the Seller is indebted to the Purchaser on any account whatsoever and fails to pay that debt within thirty (30) days from the due date for payment;
- (7) If the Seller commits a breach of, or if any circumstances occur which constitute a breach by the Seller of, any of the provisions of the Purchase Contract or of any other agreement which the Seller has with the Purchaser, and, where the breach is capable of remedy, it has not been remedied within seven (7) days from the receipt by the Seller of a notice from the Purchaser identifying the breach and requiring its remedy; and/or

- (8) If the Purchaser in its sole discretion decides to terminate for any reason provided that if the Purchaser terminates pursuant to this clause 20(8), the Purchaser shall reimburse the Seller for:
- (a) All reasonable costs necessarily incurred by the Seller pursuant to the Purchase Contract up until the date of termination; and
 - (b) All reasonable, unavoidable costs incurred by the Seller as a result of the termination.

21. CONFIDENTIALITY:

The Seller shall not, and shall ensure that its employees and contractors do not, at any time, disclose to any other person any Confidential Information disclosed to it by the Purchaser for the purposes of the Purchase Contract except as expressly authorised by the Purchaser or as required by law. Unless the Purchase Contract otherwise provides, the obligations in this clause 21 survive the termination of the Purchase Contract, including termination for breach by either party and termination by expiry.

22. SEVERANCE:

Any invalid, illegal or unenforceable provision of these Conditions shall be severed. That severance does not in any way prejudice or affect the validity, legality or enforceability of the remaining provisions which remain in full force and effect to the extent that they are substantially capable of performance in accordance with their terms.

23. JURISDICTION:

The Purchase Contract is deemed to have been made in the capital city of the State or Territory in which the Purchaser's office concerned most closely with the Purchase Contract is situated, and is governed by and shall be construed in accordance with the law in force for the time being in that State or Territory. The parties submit to the exclusive jurisdiction of the Courts of that State or Territory and Courts competent to hear appeals therefrom.

24. CONTRACTS IN WRITING:

Neither an order placed orally by the Purchaser on the Seller nor an oral variation of a Purchase Contract is binding on the Purchaser until confirmed in writing by the Purchaser. The Seller is responsible for obtaining confirmation in writing from the Purchaser.

25. WAIVERS:

A waiver in whole or in part of any provision of these Conditions or any other provision of a Purchase Contract is valid only if in writing and signed by the Purchaser or the Seller giving the waiver. A waiver of any provision is not a continuing waiver unless so expressed and is not a waiver of any other provision.

26. ASSIGNMENT:

The Seller is not entitled to assign either in whole or in part any of its rights and obligations under a Purchase Contract without the prior written consent of the Purchaser.

27. GOODS AND SERVICES TAX:

- (1) Any consideration specified in the Purchase Contract as payable for a supply made under or in connection with the Purchase Contract does not include any amount in respect of GST unless the consideration is described in the Purchase Contract as inclusive of GST.

- (2) Where a party to the Purchase Contract (the "Supplier") makes a Taxable Supply under or in connection with the Purchase Contract or in connection with any matter or thing occurring under the Purchase Contract to another party to the Purchase Contract (the "Recipient") and the consideration otherwise payable for the Taxable Supply does not include GST, the Supplier will be entitled, in addition to any other consideration recoverable in respect of the Taxable Supply, to recover from the Recipient the amount of any GST on the Taxable Supply.
- (3) If the amount paid by the Recipient to the Supplier in respect of GST differs from the GST on the Taxable Supply (taking into account any Adjustment Events that occur in relation to the Taxable Supply), an adjustment shall be made. If the amount paid by the Recipient exceeds the GST on the Taxable Supply, the Supplier shall refund the excess to the Recipient. If the amount paid by the Recipient is less than the GST on the Taxable Supply, the Recipient shall pay the deficiency to the Supplier.
- (4) Where a party to the Purchase Contract is entitled, under or in connection with the Purchase Contract or in connection with any matter or thing occurring under the Purchase Contract, to recover all or a proportion of its costs or is entitled to be compensated for all or a proportion of its costs, the amount of the recovery or compensation shall be reduced by the amount of (or the same proportion of the amount of) any Input Tax Credits available in respect of those costs.
- (5) A party shall not be obliged to pay any amount in respect of GST to the other party unless and until a valid tax invoice (being an invoice that complies with the GST Legislation) has been issued in respect of that GST.

28. CONFLICT OF INTEREST:

- (1) Without the advance written approval of Purchaser's senior management, Seller, its employees, subcontractors or agents shall not (a) give Purchaser's employees or agents any gifts or entertainment of significant value or any commission, fee or rebate in connection with this Purchase Contract, or (b) enter into any business arrangement with any of Purchaser's employees or agents.
- (2) The Seller shall disclose to the Purchaser any pre-existing relationships (e.g., family, personal) between the Purchaser's and the Seller's employees who are directly or indirectly associated with the subject matter of this Purchase Contract.

29. INDEMNIFICATION COVENANTS:

The Seller agrees to defend, indemnify and hold the Purchaser harmless from any claims and lawsuits, including but not limited to patent and trademark infringements, torts and criminal charges made against or costs or damages suffered or incurred by the Purchaser, its affiliates, and any of their officers, directors and employees, which arise out of or are related to Seller's providing goods to the Purchaser under this Purchase Contract. Seller's indemnity shall exclude any claims or lawsuits caused by Purchaser's negligence or wilful misconduct.

30. HEALTH, SAFETY & ENVIRONMENT:

Together with compliance of all statutory requirements, as outlined in clauses 4, 15 and 16 of this document, the Seller will ensure that they take specific account of the Health and Safety of both their own personnel and subcontractors as well as the Purchaser's employees and contractors. In addition the Seller will at all times ensure that their personnel and contractors operate in such a manner so as to achieve a reasonable protection of the Environment. This may include, amongst other things, considering the effects of transport, packaging, selection and use of materials as well as the overall operation and intended application of the Seller's Goods

or services. If so requested, the Seller will allow the Purchaser access to its sites so as to assess its performance in Health, Safety and Environmental management and procedures. Where the Seller sources materials or labour from an external source, the Seller will make reasonable efforts to ensure that their supplier is also acting in a legal and conscionable manner with respect to Health, Safety and Environmental issues.

31. CORPORATE RESPONSIBILITY ON HUMAN RIGHTS:

The Seller represents and warrants that they do not use child or forced, indentured or involuntary labour and comply with all applicable laws and regulations including but not limited to the Modern Slavery Act 2018. The Seller should not knowingly do business such as sourcing any goods or services from suppliers who use child or forced labour, engage in human trafficking practices or exploitation of child. If the Seller acts in contrary to this clause, Purchaser is entitled to terminate the Purchase Contract and return the Goods to the Seller at any time without making any payment to the Seller.

32. Supplier Code of Conduct:

Seller agrees and accepts that Seller shall comply with Purchaser's Supplier Code of Conduct which is available at www.LYB.com.

33. DEFINITIONS AND INTERPRETATION:

(1) In these Conditions, unless the context otherwise requires:

“Adjustment Event” has the meaning given to it in the GST Legislation.

“Agent” means any person, firm or corporation nominated in writing by the Purchaser to the Seller to purchase goods on behalf of the Purchaser.

“Beneficiary” means any person, firm or body corporate specified by the Purchaser to which the benefits under a Supply Order may flow.

“Conditions” means these General Conditions of Purchase, including any supplementary conditions specified in a Purchase Contract as forming part of these Conditions and also including, without limitation, any special conditions and any supplementary conditions for Supply Agreements.

“Confidential Information” means all business, sales, marketing, technical and scientific information and data of the Purchaser, in whatever form, held by the Purchaser, and any information supplied to the Seller for the purposes of the Purchase Contract, except information and data which is (other than through the Seller's fault) within the public domain.

“Contract Holder” means the Purchaser representative charged with the contract management of a Purchase Contract.

“Documentation” means any drawings, plans, specifications, data, calculations or other documents in paper, electronic or any other form.

“Goods” means goods of any kind to be sold and delivered by the Seller to the Purchaser under a Purchase Contract and includes services where the Purchase Contract requires the supply of Goods and services.

“GST” means the tax payable on Taxable Supplies under GST Legislation.

“GST Legislation” means the A New Tax System (Goods and Services Tax) Act 1999 and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

“Input Tax Credit” has the meaning given to it in the GST Legislation.

“Intellectual Property” means patents, trademarks, copyright, designs and other intellectual or industrial property and includes business, trade and other brand names.

“Offtake Order” means an order for the sale and delivery of Goods which the Seller has contracted to supply under a Supply Agreement.

“Purchase Contract” means the basic document (by whatever name called including an Offtake Order, a Purchase Order or a Supply Agreement) which establishes or evidences a contract or a future contract for the sale of the Goods described in it by the Seller to the Purchaser (whether or not it also includes the provision by the Seller of related services) including any correspondence, drawings, plans or specifications for the Goods and the Seller’s tender, where any of those documents are expressly or impliedly incorporated in or form part of the Purchase Contract.

“Purchase Order” means a formal order issued by the Purchaser and accepted by the Seller for Goods (or Goods and Services) which the Purchaser requires, on a once-off or short-term basis.

“Related Body Corporate” has the meaning given in Section 9 of the Corporations Law.

“Seller” means the person, firm or body corporate from whom or which Goods (or Goods and Services) are or are to be purchased pursuant to a Purchase Contract.

“Supply Agreement” means a contract between the Purchaser and the Seller under which:

- (a) The Seller commits to the future sale of an estimated quantity of Goods (or Goods and services) on fixed terms;
- (b) The Purchaser’s quantity requirements are an estimate and not a commitment to purchase; and
- (c) The Goods are finally ordered by Offtake Orders issued from time to time by the Purchaser or its Agent or a Beneficiary.

“Taxable Supply” has the meaning given to it in the GST.

“Warranty Period” means a period of one year or the period provided by the Seller whichever is longer.

- (2) The headings have been inserted for convenience only and do not form part of these Conditions or affect their interpretation.
- (3) A reference in these Conditions to any statute or any provision or section thereof shall be read (unless otherwise provided) as though the words ‘including any statutory amendment or modification thereof and any statutory provision substituted therefor, re-enactment or replacement thereof and all rules, regulations, by-laws and instruments or other documents made pursuant thereto were added to that reference.
- (4) Words importing the singular number include the plural number and vice versa and words importing any gender include the other genders.

- (5) Expressions indicating natural persons also refer to bodies corporate, partnerships and unincorporated associations and vice versa.
- (6) References to any deed, agreement or other instrument are to that deed, agreement or other instrument as it may from time to time be amended or extended in accordance with its terms.
- (7) Delivery terms are Delivered Duty Paid ("DDP") where the store is at a location designated by the Contract Holder unless otherwise agreed by both parties that another trading term shall prevail. For the avoidance of doubt, other trade terms shall be as defined in the most recent version of "Incoterms" published by the International Chamber of Commerce unless indicated otherwise.