

ordered standard Products, in accordance with the Specifications of the previous Contract. Between Supplier's initial proposal and the moment of delivery, Supplier shall not:

- (a) change the ingredients or components (including feedstock and raw materials) used to produce the Products, specifications, manufacturing process, approved plant or agreed delivery method; or
- (b) implement any changes which alter any of the Products in such a way that it is not acceptable according to Purchaser's technical clearance process even if the Products are still within the Specification, without providing advance notice to and obtaining the prior written consent of Purchaser. Such notice must be given in advance so that Purchaser has an opportunity to consider the proposed changes and evaluate potential effects prior to implementation.

Supplier shall immediately notify Purchaser in writing of any Product discontinuation and/or of any change to Products repeatedly ordered from Supplier, including, but not limited to, change in Specifications, change in the composition or the production process of Products (including a change in the site of production), change in Products formulation (for example a change to a different additive type with a different CAS number), change in use of materials, technical or functions specifications, change in manuals or any other change that can reasonably be expected to have an effect on the functioning of the Products in the production environment and installed equipment base of Purchaser (discontinuation and/or change of Products as described are referred to as "**Product Change**"). In case of a Product Change, Supplier shall promptly provide a Product sample to the technical contact person named by Purchaser.

In case of Product Change, on request of Purchaser, Supplier shall continue to supply the Product unchanged, i.e. as before the implementation of the Product Change, for a period of twelve (12) months counting from the date of the Product Change notice. In case the Product supply as provided for in the previous sentence is not possible due to operational reasons beyond Supplier's control, Supplier agrees to offer to Purchaser the opportunity of a last order call. In the latter case, Purchaser has the right to issue a Purchase Order for unchanged Product with maximum quantity sufficient to cover Purchaser's Product needs for twelve (12) months (to be calculated by Purchaser as a reasonable estimation and without prejudice to the right of Purchaser to issue a Purchase Order for quantity less than such maximum quantity). Supplier does not have the right to reject such last call Purchase Order.

2. The specified delivery terms shall be interpreted in accordance with the current edition of Incoterms at the time the Purchase Order is issued and by lack of specified delivery term the Products shall be delivered Delivery Duty Paid Purchaser's location specified in the Purchase Order. Title shall pass to Purchaser on delivery or on payment of the Price, whichever is earlier. Risk shall pass to Purchaser on delivery, however, the risk is not transferred before the erection or assembly of the delivered items, if erection or assembly has been contractually agreed. If the risk of loss passes to Purchaser at the shipping point and if Supplier fails to ship in the manner or route directed by Purchaser, Supplier agrees to reimburse Purchaser for any direct loss, delay or damage which Purchaser suffers. Supplier shall always state the Purchase Order number and the Product description on the external packaging of the goods and on the delivery documents. In case so required by national and/or EU export regulations export classifications must be indicated by Supplier and all invoices and delivery documents must show the classification of the Products, along with all customs relevant information (HS Code, country of origin). Supplier shall provide Purchaser with all necessary documentation required to comply with customs procedures, including but not limited to proof of origin. In case Product has EU preferential origin, Supplier shall provide Purchaser with proof of EU preferential origin, i.e. an EU preferential supplier declaration. Supplier shall send (a) a copy of the original proof of (EU preferential) origin by e-mail to Purchaser's operation contact not later than one (1) working day after transfer of risk and (b) the original proof of (EU preferential) origin to Purchaser as soon as possible, but not later than fourteen (14) calendar days after transfer of risk. The previous sentence will not apply in case Supplier provides Purchaser with a relevant and original (EU preferential) Long Term Supplier Declaration or Single Supplier Declaration on request of Purchaser. In case Supplier supplies excisable Products, Supplier shall supply under suspension of excise duty and shall fully and timely comply and/or cooperate with all (administrative) obligations under applicable excise legislation. Unless otherwise agreed, each delivery of Products will be accompanied by Supplier's certificate of conformity confirming the compliance of the Products with the Specifications. At the time of shipment of the Products to Purchaser, Supplier shall send to Purchaser's quality control department at Purchaser's receiving facility, or such other location as Purchaser may specify the certificate of analysis and any other documentation required under applicable laws for each shipment of the Products.

3. Supplier shall: (a) only manufacture or store in adequate and appropriate conditions (including any components and unfinished stock) Products; (b) prepare the Products for shipment so as to prevent damage, contamination or deterioration to the Products and in accordance with Purchaser's instructions; in case that no Purchaser's instructions are provided, Supplier should choose the manner of shipment which is the most favourable and suitable; (c) use packing appropriate for the delivered Product and for the chosen means of transportation and ensure that, upon receipt by Purchaser, all packaging shall be intact and undamaged; all damages due to faulty packaging shall be charged to Supplier even if the relevant Incoterm provides otherwise; (d) make sure that, regardless of the Incoterm, the Products may safely be unloaded at the destination point; and (e) be responsible for the removal or processing of packaging, dirt, waste and surplus material, at its own expense. This clause shall survive expiry or termination.

4. Purchaser shall be entitled to give notice that it wants to exercise the rights per clause 3.2 of the GTC within any period necessary for Purchaser to be reasonably able to detect that the Products are defective (taking into account the nature of the Products and the usual custom for inspecting the relevant Products) within 12 months of delivery or until usage, whichever is longer. In the case of obviously and visually defective Products at the time of delivery, Purchaser may not exercise such rights after usage of such Products. Without prejudice to any Purchaser's rights, each Supplier acknowledges that it is aware that it is not usual practice for Purchaser to inspect any Products on delivery as Purchaser relies on Supplier's quality assurance procedures and no Purchaser shall be under any obligation to do so under the Contract or by operation of law or however. Preliminary check or approval of the Products on delivery shall not preclude the rights of Purchaser under this clause and clause 3.2 of the GTC. All removal, destruction, storage and other costs relating to defective Products shall be for the account of Supplier. If the Product is covered under Product guarantee, the Product guarantee is renewed automatically for the same period for all replaced, repaired or anyway changed Products/parts of Product starting from the date of its commissioning.

5. In addition to clause 11.6. of the GTC, if Supplier's supply of Products is limited as a result of a Force Majeure Event, Supplier shall distribute any available Products among its customers in a fair and reasonable manner, and shall use its best efforts to purchase or obtain Products for Purchaser on the open market or from other producers or suppliers of Products or from another group company of Supplier.

6. Upon termination of the Contract, Purchaser shall be entitled to retain custody/possession of the Products within the limits set out in the applicable law, as security for the payment of everything that it may be able to claim from Supplier. Should Purchaser not be the owner of the Product, Purchaser shall acquire a right of pledge in respect thereof to serve as payment security.

7. Upon termination of the Contract (in whole or in part), Supplier shall permit the use of its and its affiliates' Background IP, to the extent reasonably necessary in order for Purchaser or any LYBGC and their respective affiliates and suppliers to make, use, modify, incorporate, develop or supply the Products.

8. Nothing in the Contract shall in any way transfer to any Supplier and no Supplier shall have rights in or to use (other than solely for the performance of its obligations in accordance with the Contract) any IP owned or licensed by any LYBGC or LYBGC affiliates (including the Products IP) ("**LYB IP**"). No Supplier shall do or omit to do anything (and, where preventable, permit anything to be done or not done) which may damage or endanger any LYB IP and each Supplier shall procure that no affiliate shall do or omit to do the same.

9. In case of supply to countries within the European Economic Area, Supplier represents and warrants to Purchaser that it is in full compliance with all of its obligations under Regulation (EC) No 1907/2006 of the European Parliament and of the Council ("**REACH**") (as amended from time to time), as implemented by any applicable national legislation in the European Economic Area and as supplemented by any European or national-level guidance, whether as a manufacturer, importer, downstream user, distributor or supplier, or as any other actor in the supply chain and that all pre-registrations, registrations and approvals under REACH have been obtained in respect of the supply of the Products (and any substances therein) to, and/or for the use of the Products by, Purchaser (and all such pre-registrations, registrations and approvals are valid and subsisting). Supplier shall always provide Purchaser with the most updated version of a Safety Data Sheet compiled in accordance with REACH for each of the Products supplied hereunder, Supplier will promptly inform Purchaser in writing in the event that the Products, or any of the substances contained therein, is or is expected to be, subject to any restriction, authorisation or conditions of use under REACH (including, for the avoidance of doubt, in the event that the Products or any of the substances contained therein is, or becomes, listed on the European Chemical Agency's "Registry of Intentions" and/or "candidate list" and/or Annexes XIV or XVII of REACH. Breach of any obligation under this clause shall constitute material breach for the purposes of clause 10.1. (a) of the GTC.

10. Supplier agrees to keep in stock spare parts for the delivered Products for a term that is reasonable within business practice, even if the production of the Products is terminated in the meantime. However, Purchaser shall not be under any obligation to purchase such spare parts. The sale of spare parts shall be at market conform prices agreed at the time of sale.

11. Supplier warrants that it can maintain the delivered Products for a minimum term of 5 years after delivery. If Purchaser requests Supplier to maintain the delivered Products, the commercial conditions for the maintenance shall be agreed between Supplier and Purchaser in a separate contract.

12. Without prejudice to any rights of Purchaser, Supplier shall immediately give notice to Purchaser if it becomes aware or anticipates any matter which may result in a potential safety risk to customers arising from the Products (whether such risk arises as a result of non-conforming Products or otherwise).

If there is (i) any matter which may result in a potential safety risk to Purchaser's customers arising from the Product (whether such risk arises as a result of non-conforming Products or otherwise) or (ii) a voluntary or mandated recall, withdrawal or similar measure ("**Recall**") of any of the Products, Supplier shall:

- (a) provide reasonable assistance to Purchaser in developing and implementing a coordinated strategy including preparing reports for and communicating with the applicable governmental agency, entity or authority ("**Governmental Body**"), communicating with the media, customers and the supply chain, and monitoring any action taken in respect of the matter;
- (b) where practicable and as soon as possible give Purchaser advance notice and full details of any action it is legally obliged to take including communicating with any Governmental Body (including copies of all communications). Supplier shall take account of any LYBGC comments.

Except to the extent required to comply with any legal obligation, no Supplier shall voluntarily initiate any Recall of any LYBGC products without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Without prejudice to clause 5.7 of the GTC, Supplier shall be liable for, and shall indemnify, defend and hold harmless each Purchaser, each other LYBGC, and LYBGC affiliates from and against, all losses, damages, costs, and expenses incurred or suffered by it as a result of the Recall of a product incorporating the Products to the extent that such Recall arises as a result of the Products, except to the extent that the Recall arises due to the requirements of the Specification of the Products. Expiry or termination of the Contract (in whole or part) shall not affect the provisions of this clause.

Annex B - Specific provisions applicable in case of supply of Services

Supplier represents warrants and undertakes to Purchaser that:

1. Supplier shall co-operate fully and to the extent necessary with Purchaser, other LYBGCs and its/their third-party service providers where there is interaction or overlap between the Services being provided by Supplier pursuant to the Contract and the services provided by Purchaser, other LYBGCs and its/their third party service providers.

2. Upon expiry or termination of the Contract (in whole or in part) for any reason:

- (a) Supplier shall provide such services transfer assistance in respect of Services provided under the Contract to a new supplier for such reasonable period as Purchaser may require to minimise any disruption to the provision of the Services and ensure continuity of Purchaser's business operations;

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(b) Supplier shall cease to use for any purpose, and shall deliver to Purchaser, in Purchaser's chosen format, on media free of viruses (where relevant), within five (5) days of expiry or termination all LYBGC goods (whether or not in final form), data (including personal data), and any other work product purchased by Purchaser in the possession or control of Supplier. In case of partial termination of the Contract these obligations shall apply only to the LYBGC goods (whether or not in final form) and any other work product purchased by Purchaser in the possession or control of Supplier relating to the terminated part of the Contract.

3. This clause 3 is applicable only in case Services are provided in LYBGC premises.

Supplier shall procure that any written or oral representations and all facts relating to Supplier Personnel that are provided by Supplier to Purchaser are and shall remain materially correct. To the extent permitted by the applicable legislation, Supplier shall ensure that each member of Supplier Personnel is vetted, including before they are involved in the provision of Services or provided with access to Purchaser's premises or data. Purchaser shall have the right to require Supplier to remove forthwith any of Supplier Personnel who, in the opinion of Purchaser: (1) misconduct themselves; or (2) are incompetent or negligent in the proper performance of their duties; or (3) fail to comply with any applicable laws and/or any of Purchaser's health, safety and environmental policy(ies) or persist in any conduct which is contrary to or inconsistent with any applicable laws and/or any of Purchaser's health, safety and environmental policy(ies) or (4) whose presence is otherwise considered by Purchaser to be undesirable. To the extent reasonably necessary for the completion of the Services, any person removed in accordance with this clause shall be replaced by Supplier within twenty-four (24) hours by another suitable qualified and experienced member of Supplier's Personnel. It is explicitly agreed that a breach by Supplier of any of its obligations under this clause 3 of Annex B will constitute a material breach under clause 10.1 (a) of the GTC.

4. If Services to be performed require that Supplier and/or Supplier's Personnel enters Purchaser's facility, Supplier acknowledges that Supplier has inspected or has been given the opportunity to inspect the premises upon which Supplier will perform the Services in order to become familiar with all applicable site conditions.

5. While Supplier is performing Services and through the one (1) year period following Supplier's completion of the Services (the "**Services Warranty Period**"), Supplier will, without prejudice to any longer warranty period available under law for the sale of goods repair or replace at its sole cost and expense all defects in material, design or workmanship which Purchaser notifies Supplier about during the Services Warranty Period. If Supplier fails to correct such defects within a reasonable time, Purchaser will have the right to correct them and Supplier agrees to reimburse Purchaser for Purchaser's costs to correct the defects. Supplier agrees to pass on all warranties of Supplier's vendors to Purchaser, but this will not relieve Supplier of any warranty Supplier has separately given to Purchaser.

6. Purchaser may request Supplier to submit regular progress reports for the Services.

Annex C - Specific provisions applicable in case of a volume commitment or if Purchaser provides volume forecast

1. In addition to clause 2 of the GTC, Supplier shall be deemed to have accepted a Purchase Order on receipt unless it gives written notice within 3 days of receipt of the Purchase Order if the Purchase Order is for a volume significantly greater than the forecasted volumes provided in accordance with clause 3 below. In the latter case Supplier shall supply the forecasted Purchase Order requirements on the due date and in respect of the excess prioritize and supply this as soon as reasonably possible, and notify Purchaser when it will do so.

2. Where any correspondence (including emails and/or other correspondence) specifies a volume of Products/ Services to be purchased by Purchaser, such volumes shall be non-binding estimates only, to Purchaser, and shall be without prejudice to the volumes actually purchased under the Contract, unless expressly stated as binding in the Contract.

3. Purchaser may forward regular forecasts of requirements to Supplier. Such forecasts are non-binding estimates only and are only intended to assist Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the Contract.

4. If the Contract contains a purchase commitment by Purchaser for a fixed volume of Products/ Services ("**Minimum Quantity**"), then the following volumes of Products/Services shall count towards the Minimum Quantity:

- (a) Purchaser sources the Products/Services from an alternative supplier in the circumstances referred to in clauses 3.2 or 11.6 of the GTC, or in Annex A clause 5;
- (b) if Supplier delivers Products/ Services late, after the end of any period in which the Minimum Quantity needs to be purchased; and
- (c) Products/ Services rejected by a Purchaser in accordance with the terms of the Contract.