

GENERAL TERMS AND CONDITIONS OF SALE IN THAILAND

These General Terms and Conditions (“GT&C”) apply to all offers and sales of products by any LyondellBasell Group entities incorporated in Thailand (“Seller”). Buyer’s terms and conditions of purchase shall not apply and are hereby expressly rejected. “Buyer” shall be the entity as shown on the order acknowledgement (the “Order”). “Product” shall be all or any part of materials supplied or to be supplied by Seller. The Order and/or any signed contract between Seller and Buyer with respect to the Products together with these GT&C will constitute the Parties’ agreement with regards to the sale of Product by Seller to Buyer and shall be referred to as the “Contract”.

1. PASSING OF TITLE

(1) Product shall remain the property of Seller until the price for the Products has been paid in full. (2) In the event of late payment by Buyer, Seller is entitled, without rescinding the Contract and without granting a period of grace, to demand the temporary surrender of the Products owned by Seller at Buyer’s expense.

2. PRICE

(1) Seller has the right to set and vary at any time the prices at which it offers the Products for sale. (2) Subject to the other conditions of the Contract, and unless otherwise agreed in Seller’s acceptance of an order of Buyer, the Products will be invoiced at the price applied by Seller on the day that they are dispatched by Seller or collected by Buyer, or available for dispatch or collection, irrespective of the date of the Order and the date of actual delivery.

3. ORDERS AND DELIVERIES

(1) Orders issued by Buyer shall become binding only upon written acceptance of the order by Seller, or upon the delivery of the Products, whichever is earlier. No order changes issued by Buyer shall be binding unless approved by Seller. (2) Seller may deliver a reasonable excess or deficiency of the weight or volume of the Products ordered by Buyer. Buyer shall pay for the amount actually delivered. Within the bounds of reasonableness, Seller is allowed to make partial deliveries. (3) Delivery terms and conditions agreed upon between Seller and Buyer shall be interpreted on the basis of INCOTERMS latest edition.

(4) Any delivery date indicated by Seller in the accepted Order shall be deemed as an approximate estimate. Seller shall inform Buyer, if the expected delivery date is delayed. In case Buyer does not agree with the new expected delivery date, Buyer shall be entitled to cancel the Order as the exclusive remedy for the non-performance of the Contract by Seller. (5) Buyer undertakes to provide adequate and proper facilities for the reception and storage of the Product as of the expected delivery date and warrants that those facilities comply with all relevant statutes or regulations, including health and safety regulations, and that all necessary permits and licenses have been obtained. Seller reserves the right to charge storage and other additional costs incurred by Seller from the due delivery date, if delivery is delayed by Buyer for any reason whatsoever.

4. FORCE MAJEURE

Seller shall not be liable for any non-delivery or delay in delivery resulting (directly or indirectly) from any of the following causes: wars and civil wars (present or future, declared or undeclared), acts of terrorism, riots and civil commotions, earthquakes, epidemics, port congestions, strikes, acts or omissions of any governmental authority (de jure or de facto), acts of God, or, to the extent Seller has complied with the reasonable care of a prudent operator, any inability to obtain raw materials supplies, accidents, fires, breakdown of equipment and machinery, failure of its IT systems or any other cause (whether similar or dissimilar to that aforementioned) unforeseeable and beyond Seller’s reasonable control. The aforementioned events shall include those which affect Seller’s parent company, affiliates, joint ventures and toll manufacturers of the Product. The aforementioned shall apply even if the cause exists at the time of Buyer’s order or occurs after Seller’s performance has been delayed for other reasons. If Seller’s supply of Product should be limited as a result of any such cause, Seller shall have the right to first satisfy its own needs and the needs of the other companies of the group of Seller and thereafter to distribute any available Product among its customers in such manner as Seller may determine. If the delay resulting from any such cause shall continue for more than thirty (30) days, either party shall be entitled, on written

notice to the other party, to terminate the Contract with respect to Product undelivered at the time of termination.

5. WARRANTY AND LIMITATION OF LIABILITY

(1) Seller warrants that at the time of delivery, Product shall comply with Seller’s product specifications for the Product. For avoidance of doubt, properties relating to the Product that may be contained in Product Data Sheets or equivalent documents do not constitute product specifications. Product sold as substandard are not warranted to comply in general terms with Seller’s product specifications. (2) All other warranties or conditions as to quality, description or performance of the Product, statutory or otherwise, are excluded except insofar as such exclusion is not permitted by law. Warranties on merchantability and fitness for purpose are hereby explicitly excluded even when a purpose is known. No such warranties are to be implied from the name or description under which the Products are sold or from any advice or recommendations given by Seller, its employees or agents, or those of its affiliates. (3) Any complaints or claims of Buyer including, but not limited to, the quality of the Products shall be reported to Seller in writing as soon as Buyer becomes aware of the reasons for the claims. (4) Except to the extent limited by applicable law, Buyer’s exclusive remedy for any and all claims for losses or damages of any kind or nature resulting from the sale, handling, delivery, failure of delivery or use of the Products under the Contract, including, but not limited to, any arising from breach of warranty, breach of contract, tort, negligence, statutory or strict liability, shall be limited, at Seller’s option, to either the return of the purchase price or the replacement of the particular Product for which a claim is made and proved. In no event shall Seller, its parent company, its joint ventures or any of their respective affiliates be liable for any special, consequential, incidental, indirect or exemplary losses or damages. (5) The limitation of liability contained herein shall apply for the benefit of Seller, its parent company, its joint ventures, and their respective affiliates and any of their respective employees, agents, affiliates and other representatives.

6. PAYMENT

(1) Unless otherwise agreed, Buyer shall pay Seller the price of all Products delivered by Seller, without right of set-off or counter-claim within thirty (30) days from the date of invoice. (2) Seller’s acceptance of partial payments of an invoice purported by Buyer to be in full shall not prejudice Seller’s right to pursue the full payment of such invoice. In the event of late payment, Seller shall be entitled to charge late payment interest at a rate as Seller deems fit against the overdue amount from the due date until the date of payment. (3) If Buyer fails to pay Seller in accordance with the Contract, or if, in the reasonable opinion of Seller, the financial position of Buyer is impaired or unsatisfactory, Seller may, at its option and without prejudice to its other rights and remedies, (i) terminate the Contract with immediate effect by written notice to Buyer without any further action or formality being required, (ii) suspend or cancel deliveries until all indebtedness is paid in full, and/or (iii) deliver the Products on a cash in advance basis only. (4) Seller reserves the right to off-set any debt due from Buyer or any of its affiliated companies to Seller or its affiliated companies against any amount due to Buyer or any of its affiliated companies.

7. TECHNICAL ASSISTANCE

Any technical advice, assistance, testing or reports furnished by Seller or any of its affiliates to Buyer for any reason, including, but not limited to (1) the selection, processing or use of the Product delivered to Buyer or (2) the storing, handling or usage of Product (collectively, the “Technical Assistance”) will be given and accepted at Buyer’s sole risk, and Seller will have no liability whatsoever for the use of, or results obtained from, the Technical Assistance. The transmission or

delivery of Technical Assistance will have no effect on any provision of the Contract. Buyer agrees that Seller, its affiliates, agents, officers, directors, employees, representatives and insurers will not be liable or responsible for any aspects of the Technical Assistance, including, but not limited to, the preparation and delivery thereof. Buyer agrees to indemnify Seller, its affiliates, agents, officers, directors, employees, representatives and insurers from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions with regard to any action relating to the Technical Assistance. The indemnity provided will include, but not be limited to court costs, attorneys' fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions and will include indemnification against any and all loss, damage or liability relating to or resulting from indemnified party's own alleged or actual negligence, whether such negligence is contributory, concurrent or sole. The indemnification will survive the cancellation, termination, completion, or expiration of the Contract.

8. TAX

(1) Seller shall bear and be responsible for all taxes, fees or other charges imposed or assessed by any governmental or with respect to the Products delivered hereunder the taxable incident of which occurs before delivery of the Product to Buyer. (2) Buyer shall bear and be responsible for all taxes, fees or other charges imposed or assessed by any governmental with respect to the Products delivered hereunder the taxable incident of which occurs after delivery of the Products to Buyer. (3) Buyer shall pay the amount of Tax now and hereafter imposed on the Products or required to be paid or collected by Seller by reason of the sale or use of the Products. For the purpose of this Paragraph, the term "Tax" shall include, without limitation, sales and use taxes, value added taxes, business tax, and the like, but exclude any income tax measured by Seller's net income, imposed by any jurisdiction on Seller.

9. INSPECTION; CLAIMS BY BUYER

(1) Buyer shall inspect the Product parcel immediately upon receipt. (2) All claims of Buyer with respect to the quality or quantity of Products sold or delivered pursuant to the Contract shall be deemed waived and forever barred unless Buyer notifies Seller of the nature and details of the claim within thirty (30) days after receipt of the Product parcel by Buyer. (3) Where a claim is not asserted as a claim, counterclaim, defense, or set-off in a judicial proceeding instituted within two (2) years after Seller's denial of liability in respect thereof it shall be forever waived, barred, and released.

10. PRODUCT HAZARDS

Buyer acknowledges that it is familiar with the product and has been adequately warned by Seller of the risks associated with handling, transporting, using, storing and disposing of the product, including, without limitation, those set forth in Seller's safety data sheet for product ("SDS"). Buyer further acknowledges its separate and independent knowledge of such risks, which are known in Buyer's industry. Buyer affirms it has received and understands the contents of said SDS.

11. TRADEMARKS

Buyer will not use the trademarks of Seller or any of its affiliated companies without Seller's prior written approval. The Contract does not grant Buyer any trademark rights.

12. PATENT INFRINGEMENT

Seller warrants that the manufacture of the Products did not infringe any patent of the country of manufacture. However, Seller does not warrant that the use of the Products in Buyer's applications or the importation of the Products into any country is free of infringement of any third party's patents.

13. COMPLIANCE WITH LAWS

Buyer agrees to comply fully with all applicable laws, ordinances and regulations, from whatever authority they may emanate, including but not limited to anti-bribery, export control, economic sanctions, foreign assets control regulations of the United States and all environmental protection, occupational safety and health, and materials transportation and hazardous communication standards for the safe labeling, handling

and use of the Product. Seller may terminate this Contract without any liability if, in Seller's sole, reasonable determination, Seller believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

14. PARTICULAR APPLICATIONS

Products sold under the Contract is sold in partial consideration of Buyer's agreement, and Buyer hereby warrants, that Products will not, directly or indirectly, by Buyer or by any third party, be used in any of the following without the prior written approval by Seller for each specific product or application: (i) U.S. FDA Class I; Health Canada Class I; and European Union Class I; (ii) U.S. FDA Class II Medical Devices; Health Canada Class II or Class III Medical Devices; European Union Class II Medical Devices; (iii) film, overwrap and/or product packaging that is considered a part or component of one of the aforementioned medical devices; (iv) packaging in direct contact with a pharmaceutical active ingredient and/or dosage form that is intended for inhalation, injection, intravenous, nasal, ophthalmic (eye), digestive, or topical (skin) administration; (v) tobacco related products and applications; (vi) electronic cigarettes and similar devices; (vii) pressure pipe or fittings that are considered a part or component of a nuclear reactor; and (viii) any parts or components of child car seats which will be delivered or sold, directly or indirectly, by Buyer, its distributor or any third party to the United States of America or any part of North America. Additionally, Buyer warrants that Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following applications: (a) U.S. FDA Class III Medical Devices; Health Canada Class IV Medical Devices; European Class III Medical Devices; (b) applications involving permanent implantation into the body; (c) life-sustaining medical applications; and (d) lead, asbestos or MTBE related applications. All references to U.S. FDA, Health Canada, and European Union regulations include another country's equivalent regulatory classification.

15. APPLICABLE LAW AND JURISDICTION

(1) All questions arising out of this Contract or its validity, interpretation, performances or breach shall be governed by the laws of Thailand without regard to conflicts of law principles or rules. The provisions of the United Nation's Convention on Contracts for the International Sale of Goods shall not apply to the sale of Product under this Contract. (2) Any dispute arising from or in connection with this Contract shall, if no amicable settlement can be reached through negotiations, be submitted to Thai Courts in Bangkok.

16. MISCELLANEOUS

(1) Buyer shall treat the Contract and any related business information provided by Seller confidential. (2) Seller shall have the right to assign, sell, or otherwise transfer at its sole discretion any Contract and all receivables, claims, related rights and security under, or relating to, any Contract to any third party. Buyer shall not be entitled to assign any Contract, or otherwise transfer any rights or obligations under any Contract to any third party. (3) If any provision of the Contract is determined by a court, arbitral body or institution of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be reformed, modified and interpreted so as to make it valid, legal and enforceable and to most nearly approximate original intent of such provision, with the remainder of the Contract remaining in full force and effect. (4) Any waiver of any term or condition of the Contract shall not be construed as a waiver of any future breach of such term or condition. (5) No amendment, addition to, alteration or deletion of all or any part of the Contract shall be effective unless expressly agreed by the Parties in writing.

17. Language

If English version and other translation version exist for any documents of the Contract, both language versions are equally binding. In case of discrepancy, the English version shall prevail.