

## SABIC General Terms and Conditions of Sale – Americas

### 1 GENERAL PROVISIONS

- 1.1 These general terms and conditions for the sale of Products (“**GTC**”) shall exclusively apply to any Contract except as otherwise expressly agreed and stated in such Contract. In the case of conflicting provisions, the wording of the Contract shall prevail. **By purchasing Products from Seller, Buyer confirms its agreement with and acceptance of these GTC, and agrees that, even if Buyer sends Seller another form of agreement or terms or expresses some other understanding, any alternative, conflicting, or additional set of terms and conditions of sale and purchase proposed or counter-proposed by Buyer are expressly rejected and shall not apply to any Contract, even if referred to or printed on any Order.** Fulfilment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these GTC.
- 1.2 In order to promote their safe and effective use, all Products are provided solely for use or consumption by Buyer, and any resale or other transfer of any such Products by Buyer is prohibited and will constitute a material breach of these GTC.

### 2 DEFINITIONS

The following terms shall have the following meaning:

- 2.1 “**Affiliate**” means, in relation to a Party, any individual or entity that at any time controls, is controlled by, or is under common control with, such party, with "control" meaning directly or indirectly owning a majority equity interest in, or otherwise having the power to direct the business affairs of, the controlled entity, provided that SABIC’s Affiliates shall be limited to Saudi Basic Industries Corporation and entities now or hereafter controlled by it.
- 2.2 “**Business Day**” means a day other than Saturday, Sunday or a public holiday in the country of either Party, or any day when major banks are open for general business.
- 2.3 “**Buyer**” means the individual or entity specified in the relevant Contract as the purchasing Party.
- 2.4 “**Contract**” means these GTC and any agreement for sale and purchase of Products (i) resulting from Buyer’s Order and Seller’s Order Confirmation or (ii) executed by Seller and Buyer, or proposed by one Party and accepted by the other Party in writing evidencing the key commercial terms of the transaction, including by exchange of correspondence or email or other forms of written communication.
- 2.5 “**Force Majeure**” means any circumstance that is unforeseen or beyond the reasonable control of the affected Party that makes performance of any obligation hereunder impossible or impracticable, including but not limited to: acts of God; fire; flood; earthquake; war, invasion, or hostilities (whether war is declared or not); terrorist threats or acts, riots, or other civil unrest; national or regional emergency; piracy; accident; explosion; release of dangerous or hazardous materials; labor disruption or strike; embargoes or other import or export restrictions; shortage or inability to obtain utilities, equipment, transportation, raw materials, machinery, services, or materials, or component parts necessary for the production of Product(s); breakdown or malfunctioning of any plant; or good faith

compliance with any regulation, direction or request, whether valid or invalid, made by any governmental or other authority; and any similar or dissimilar cause or event. Payment difficulty shall not constitute Force Majeure.

- 2.6 “**Order**” means the document issued by Buyer to order Products for purchase from Seller.
- 2.7 “**Order Confirmation**” means the document or other written communication issued by Seller to Buyer accepting an Order.
- 2.8 “**Party**” shall mean each of Seller and Buyer and “**Parties**” shall mean Seller and Buyer.
- 2.9 “**Product(s)**” means any product(s) and/or related services specified in the Contract.
- 2.10 “**Seller**” means the local Affiliate of SABIC specified in the relevant Contract as the selling Party. For sales in Mexico, “Seller” means SABIC Innovative Plastics Mexico S. de R.L. de C.V.
- 2.11 “**Specifications**” means Seller’s manufacturer’s specifications for a Product in effect at the time of manufacture, or such other specifications as shall have been expressly agreed in a writing signed by Buyer and Seller.

### 3 **ORDERS**

- 3.1 Orders issued by Buyer shall become binding on Seller only upon the issuance of an Order Confirmation, or upon delivery of the Products, whichever is earlier. No changes to an Order issued by Buyer shall be binding unless Seller issues a new Order Confirmation or upon delivery of the Products in accordance with such changes, whichever is earlier. Cancellation by Buyer of an Order already confirmed by Seller is always subject to Seller’s written acceptance and to a restocking charge in accordance with Seller’s policy then in effect.
- 3.2 Any Order by and delivery to Buyer is subject to, among other things, general credit approval and a specific credit limit set by Seller for Buyer at Seller’s reasonable discretion. In the event that at any time Buyer places an Order to Seller which, individually or cumulated with the value of previous Orders for which payment is not yet received in full by Seller, exceeds the credit limit(s) set by Seller, Seller shall promptly inform Buyer and shall be entitled at its absolute discretion, at any time, thereby informing Buyer, to suspend or cancel such Order, or all or part of any delivery under such Order, including any Order for which an Order Confirmation has already been sent to Buyer and without any liability, for as long as such credit limit is exceeded or until Buyer provides security acceptable to Seller with respect to any amount in excess of the credit limit. This remedy shall operate in addition to all other remedies available under the GTC and at law (which Seller does not waive by the exercise of any rights hereunder).

### 4 **DELIVERY**

- 4.1 Unless otherwise stated in the Contract, prices for non-waterway transport are CIP and waterway transport are CIF (Incoterms® 2010) at a facility set forth in the Contract or at a mutually agreed location. Delivery may be made in installments. At Seller’s sole direction, each installment will constitute a separate sale, and Buyer shall pay for each quantity of Product shipped. Risk of loss or damage to Products will pass to Buyer in accordance with

the Incoterm specified by Seller, and title will transfer at the same time as risk of loss. Selection of carrier and routing of shipment shall be at Seller's option. Buyer is responsible for clearing the Product for import and paying all duties, taxes, and all other charges upon import. Buyer shall pay, or reimburse Seller promptly for, all demurrage or detention charges on any Product not cleared for import within three days after arrival at the port.

- 4.2** If shipment requires use of returnable containers or tote bins, title to such containers and tote bins shall remain in Seller's name and a deposit in an amount required by Seller shall be made at the time the shipment is ordered if so requested by Seller. Such containers and tote bins shall be returned in good condition within sixty (60) days from the date of shipment, freight charges collect. Upon such return, Seller shall refund the deposit.
- 4.3** Buyer shall make diligent efforts to unload and return delivery equipment furnished by Seller to the carrier within forty-eight (48) hours after arrival. Any demurrage or detention charges on such equipment shall be paid by Buyer. Buyer will not return delivery equipment with more than a negligible (<1%) amount of Product remaining therein, and Seller will not be responsible for amounts of Product not removed during the unloading of the delivery equipment.
- 4.4** A variation in quantity of delivered Product of up to 10% from the quantity specified in the Contract shall be deemed accepted by Buyer. In certain limited circumstances, a higher variation may occur to accommodate the packaging of Product in octabin packaging. Buyer shall not be entitled to object to or reject the Product or any portion of the Product by reason of a surplus or shortfall and shall pay for the Product the price set forth in the Order Confirmation adjusted pro rata. The quantity recorded on Seller's officially calibrated weighing or other measuring equipment at the point of loading shall be accepted by Parties as correct.
- 4.5** Delivery dates are estimates only and not guaranteed by Seller. Seller shall in no event be liable for any loss or damage whatsoever incurred by Buyer due to a delay in delivery or loss or damage in transport. If Buyer refuses to accept delivery of the Product, fails to provide any instructions, documents, licenses, consents, or authorizations required to enable such Products to be delivered in accordance with the Contract, or when such delivery is not possible due to circumstances that are attributable to or at the risk of Buyer, Seller may, without prejudice to its other rights and remedies, at its sole option, store, resell or dispose of the same in any manner at Seller's absolute discretion. Buyer shall indemnify and hold Seller harmless against all costs and expenses including, without limitation, storage, disposal, demurrage and/or insurance charges, arising from such failure to take delivery.

## **5 PRICE, INVOICES, AND PAYMENT TERMS**

- 5.1** The price of the Product and the currency of payment shall be as specified in the Contract, or, if not so specified, by Seller's listed prices in effect at time of shipment. If Seller implements a general or industry specific price adjustment for any Product, all orders for such Product that are confirmed but not shipped as of the effective date of such adjustment shall be re-priced accordingly.
- 5.2** All prices are for deliveries in accordance with the delivery term stated in the Contract or in these GTC and include standard packaging costs. All prices are exclusive of any taxes, levies and other charges of any kind imposed by a governmental authority, whether of a

general or of a special nature, and shall be charged to and due and payable by Buyer. All drawback of duties paid hereunder shall accrue to Seller, and Buyer will reasonably cooperate with Seller in obtaining such payment, including furnishing Seller with reasonable supporting documentation.

- 5.3** Seller may change prices, by written notice, due to changes in customs duties, taxes, vendor prices, foreign exchange fluctuations, currency regulations, or other factors beyond Seller's control until delivery. If Seller is prevented from charging any price in effect by any governmental law, order, regulation, or ruling, then Seller may cancel the applicable Contract by giving Buyer thirty (30) days written notice thereof.
- 5.4** Seller shall be entitled at its discretion to issue invoices to Buyer in digital format via e-mail. Such e-invoices shall be deemed originals. Upon Seller's request, Buyer shall be responsible for providing a dedicated and secure e-mail address and will give Seller at least a five (5) days written notice before changing such e-mail address.
- 5.5** Payments shall be due within thirty (30) days of the invoice date unless otherwise reflected on Seller's invoice or otherwise mutually agreed to in writing by the Parties. Payments due on any day which is not a Business Day shall be received on the last Business Day prior to such day. Seller may at all times assign its invoices to a factoring company in which case payments shall be made into the account identified on the invoice.
- 5.6** Without any notice of default being required to that effect, Buyer shall pay on demand interest on any amount not received by Seller on the due date. Interest shall be calculated from the due date up to and including the date of actual payment at the rate of LIBOR plus 5% (or the highest rate permissible under applicable law, whichever is lower), calculated daily and compounded monthly. Such interest may be invoiced separately by Seller. Buyer shall reimburse Seller for Seller's all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
- 5.7** In addition to all other remedies available under these GTC, the Contract, or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to pay any amount and such amount is not received by Seller on the due date, upon Seller's written demand all other amounts owed by Buyer to Seller but not yet due shall become immediately due and payable on the date indicated by Seller in its demand.
- 5.8** In no event shall the Buyer be entitled to make any deduction, withholding, or set off of any claim or disputed amount with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

## **6 OWNERSHIP**

- 6.1** Notwithstanding delivery, and without prejudice to the transfer to Buyer of the risk of loss of or damage to the Products according to the relevant Incoterm, title in the Products shall remain vested exclusively in Seller until Buyer has paid in full the price for such Products.
- 6.2** During the period in which title in the Products remains vested in Seller, Buyer holds the Products as bailee for Seller and Buyer shall identify and, insofar as the nature of the Products permits, store the Products separately or in a manner that they cannot be confused with other goods or, where this is not possible, specifically record the volume of

Products belonging to Seller contained in any common storage. Buyer shall insure the Products against all risks at their full replacement value. Buyer may use or sell such Products in the ordinary course of business, subject to clause 6.3 and 6.4.

- 6.3** In the event Buyer sells the Products referred to in clause 6.2, any Buyer's claims towards third parties who purchase such Products and any and all proceeds from the sale of such Products are hereby assigned to Seller, who accepts such assignments. Seller may terminate the rights of Buyer to hold and use the Products by written notice in the event the payment of any invoice related to Products delivered to Buyer becomes overdue. Such rights shall automatically terminate in case of suspension of payments, controlled administration, insolvency, bankruptcy, liquidation, winding-up, (or the equivalent under any jurisdiction) involving Buyer, or Buyer enters into an arrangement with its creditors. Upon termination of such rights: (a) all sums owed by Buyer shall become immediately due and payable; (b) Seller shall be entitled to retake possession of the Products and for any such purposes shall be granted access to Buyer's premises.
- 6.4** In the event that Buyer uses the Products referred to in Article 6.2 and Products are processed or otherwise mixed with other goods to form a new product, upon manufacture of such new product title therein shall be vested in Seller pro-rata, on the basis of the value of the Products over the value of such new product and in respect of each such new product the provisions of this Article 6 shall apply *mutatis mutandis*. If the foregoing is not fully valid or enforceable under applicable law, the rights of Seller shall be valid and enforceable to the maximum extent possible.

## **7 LIMITED WARRANTY**

- 7.1** a) Seller warrants that at the time of delivery in accordance with the applicable Incoterm, it shall have good title to the Products and the Products shall be free of liens and encumbrances.
- b) Seller further warrants that at the time of delivery in accordance with the applicable Incoterm, the Products shall conform to the Specifications. For avoidance of doubt, properties relating to Products contained in any product documentation do not constitute Specifications.
- 7.2 THIS LIMITED WARRANTY IS GIVEN ONLY TO THE BUYER; IT MAY NOT BE TRANSFERRED OR ASSIGNED AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF PRODUCTS. THIS WARRANTY IS IN LIEU OF AND SELLER DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 7.3 ANY CLAIMS BY BUYER SHALL BE REPORTED TO SELLER IN WRITING WITHIN FORTY-EIGHT (48) HOURS AFTER BUYER BECOMES AWARE OR SHOULD HAVE REASONABLY BECOME AWARE OF THE GROUNDS OF SUCH CLAIMS, FAILING WHICH BUYER SHALL NO LONGER BE ENTITLED TO RAISE AND ENFORCE SUCH CLAIM. WITH RESPECT TO ANY CLAIM FOR BREACH OF SELLER'S WARRANTY SET FORTH IN CLAUSE 7.1, BUYER SHALL NOT BE ENTITLED TO RAISE CLAIMS AGAINST SELLER NOR START LEGAL PROCEEDINGS AFTER THE DATE PRODUCTS ARE PROCESSED, RESOLD, OR OTHERWISE DISPOSED OF, AFTER**

**ONE HUNDRED AND EIGHTY (180) DAYS FROM THE DATE OF SHIPMENT, OR WITHIN THE SHORTEST LIMIT OF TIME PERMITTED BY LAW, WHICHEVER COMES FIRST.**

- 7.4 The conditions of any test for conformance with Specifications shall be mutually agreed upon and Seller will be notified of, and may be represented at, all such tests. If any Product is determined not to conform to the warranty set forth above during the period ending at the earlier of (i) the date of use of the Product by Buyer, (ii) the date of commingling Product with similar product, or (iii) six months from date of shipment by Seller, then Seller shall, at its option, either replace the defective Product or refund the purchase price. Defective Products shall not be returned by Buyer until authorized by Seller. This remedy is Buyer's exclusive remedy for breach of warranty.

## **8 LIMITATION OF LIABILITY AND CLAIMS**

- 8.1 To the extent permitted by law, Seller's total liability to Buyer arising out of or in relation to a Contract, whether in contract, tort (including negligence), or otherwise, for any loss or damage incurred by Buyer as a result of any breach of a Contract by Seller shall be limited to an amount equal to the purchase price of the Products related to which the claim is raised.
- 8.2 Except as agreed in the limited warranty set forth above, Seller will not be responsible for any harm arising out of Buyer's purchase, possession, or use of any Product, whether based in contract, warranty, negligence, or other tort, strict liability, or otherwise. **SELLER WILL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, AND, IF AND TO THE EXTENT THAT THEY MIGHT OTHERWISE NOT CONSTITUTE INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, LOSS OF PROFITS, EQUIPMENT DOWNTIME, IDLED EMPLOYEES, CLAIMS OF THIRD PARTIES, INJURY TO GOODWILL OR REPUTATION, LOSS OF OPPORTUNITIES, OR INJURY TO PERSONS OR PROPERTY. THIS LIMITATION SHALL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
- 8.3 Buyer agrees to indemnify, defend, and hold Seller, Seller's Affiliates, and their respective agents and employees harmless from all losses, damages, and costs (including reasonable legal costs and attorney's fees) incurred in connection with (i) a breach by Buyer of its obligations to timely pay for and take delivery of Products, and (ii) any third party claims, including but not limited to intellectual property infringement claims resulting from the sale of Products to Buyer or the handling, storage, processing or sale by Buyer of Products or other goods manufactured using Products.

## **9 TECHNICAL ADVICE AND OTHER SERVICES**

Buyer is responsible for the design, processing, testing, and labelling of any product produced using Seller's Products. Seller does not control or influence the use, conversion, or processing of Products by Buyer or manufacturing by Buyer. Buyer shall not rely on any representation or statement made by, or on behalf of, Seller with respect to the suitability of any Product for any purpose, or on any advice, recommendation, or information obtained in Seller's product literature or web sites, including any design aid or other service made available by Seller. Buyer shall have full responsibility to test and investigate the Products sufficiently to form an

independent judgment concerning their suitability for the use, conversion, or processing intended by Buyer. Seller shall not be liable for advice, statements, information, services, or recommendations given or made to Buyer.

## **10 FORCE MAJEURE**

Neither Party shall be liable for any breach, non-performance, or delay in performance hereunder caused by Force Majeure, provided the impacted Party promptly notifies the other party, stating the period of time the occurrence is expected to continue and uses commercially reasonable efforts to end the failure or delay in its performance. In the event of any Force Majeure, Seller shall have no obligation to procure Products from any third party in order to comply with any obligations hereunder and Seller shall be relieved of its obligations for any quantities not supplied during the period of Force Majeure.

## **11 SUSPENSION AND TERMINATION**

**11.1** If at any time (a) Buyer is in material breach of a Contract and where such breach is remediable, fails to remedy it within thirty (30) days from the date the breach occurs; (b) Buyer fails to pay any invoice when due; (c) Seller reasonably believes Buyer's creditworthiness has deteriorated or Buyer is insolvent (whether based on the reasonable belief by Seller that Buyer's liabilities exceed its assets; the existence of a bankruptcy, assignment for the benefit of creditors, or other similar proceeding involving Buyer; a liquidation of a significant portion of the assets of Buyer; or otherwise); or (d) a sale of a majority of the assets or a change of control of the ownership, of Buyer occurs; then in each such case Seller shall be entitled to (1) suspend its obligations under the Contract(s), including but not limited to the supply of Products to Buyer, including under any accepted Orders and or any Products in transit, or suspend acceptance of any further Orders from Buyer, as Seller at its option and in its discretion may deem fit at that moment; and/or (2) require Buyer to provide Seller with a security acceptable to Seller or pay for any deliveries by cash in advance and/or (3) terminate any Contract immediately by written notice to Buyer without any liability of Seller for any such termination. In addition, if Product is being delivered by vessel and, prior to the arrival of the vessel into the delivery port, a Buyer commits a breach which is capable of remedy and fails to remedy the same within forty eight (48) hours after receipt of a written notice of the breach, then Seller may (i) terminate the Contract immediately by giving written notice to Buyer and/or (ii) require Buyer to immediately return to Seller any bill of lading or other documentation issued to Buyer with respect to the Products as to which default has occurred. In addition, Buyer hereby authorizes Seller to retract and void any bill of lading or other document issued to Buyer with respect to the Products as to which default has occurred and re-issue without any further documentation from Buyer. In the case of a breach committed after the delivery vessel arrives in the delivery port, Seller may exercise its rights under clauses (i) and/or (ii) of the foregoing sentence immediately upon written notice to Buyer. Buyer must immediately notify Seller of any actual or anticipated breach of these GTC.

**11.2** The termination, suspension, or expiration of any Contract shall be without prejudice to any rights or obligations which accrued prior to such termination and shall not affect Articles 7 (*Limited Warranty*), 8 (*Limitation of Claims*), 12 (*Confidentiality*), 13 (*Intellectual Property*), 14 (*Export Control, Economic Sanctions Compliance, and Health and Safety Compliance*), 15 (*Healthcare Applications; Prohibited Uses*) and 17 (*Applicable Law and Dispute Resolution*), which provisions shall survive any such termination, suspension, or expiration.

## **12 CONFIDENTIALITY**

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with any Contract shall be held strictly confidential by Buyer and shall not be disclosed or made accessible by Buyer to any third parties without the prior written consent of Seller, provided that Buyer may, without such approval of Seller being required, disclose any such information to: (a) its employees or its Affiliates' employees to the extent reasonably necessary for the performance of the relevant Contract, provided that such employees are bound by confidentiality obligations not less stringent than contained in these GTC; or (b) to the extent required by any applicable laws, any governmental authority or court order. Buyer's obligations referred to in this clause shall not apply to any information, which Buyer can prove by written evidence: (i) is or through no breach of these GTC by Buyer becomes generally known or available to the public; (ii) is known to Buyer at the time of disclosure; or (iii) is after disclosure by Seller disclosed to Buyer in good faith by a third party without breach of an obligation of secrecy to Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

## **13 INTELLECTUAL PROPERTY**

Any sale of Products, or suggestions Seller makes about possible applications, designs, or uses of Seller's Products shall not, by implication or otherwise, convey any license to or transfer of any intellectual property rights related to the Products and owned by or licensed to Seller and/or its Affiliate(s) nor are they a recommendation for use of such Products, applications, or designs, which may infringe any intellectual property right. Buyer assumes all risks of any intellectual property infringement claims resulting from the use, (re)sale, or processing of the Products, whether individually or in combination with any other materials. In the event that Buyer receives any claim from a third party alleging that Products, as delivered to Buyer, infringe such third party's intellectual property rights, Buyer shall promptly notify Seller in writing and give Seller all necessary information, assistance, and exclusive authority for the defense of any such claim and its settlement. In such case, Seller shall have the right to defend Buyer and if necessary will, at Seller's discretion, (i) procure for Buyer the right to continue using the Product, (ii) if possible replace such Products with non-infringing Products or, (iii) refund the purchase price of such Products. The foregoing sentence states the entire obligation of Seller for intellectual property infringement by any Product sold.

## **14 EXPORT CONTROL, ECONOMIC SANCTIONS COMPLIANCE, AND HEALTH AND SAFETY COMPLIANCE**

- 14.1** Buyer acknowledges that information, Products, and materials provided by Seller may be subject to economic sanctions and export and import laws and regulations, and any use or transfer of controlled information, Products, materials, and/or their direct products, must be authorized under those laws and regulations of the government of the country or territory where the information and materials are being imported or exported. Buyer agrees that it will comply with all applicable economic sanctions and export and import laws and regulations of the government of the country or territory where information, Products, and materials are being imported, exported, or re-exported. At all times, Seller will be entitled to decline to sell



or ship to any party appearing on the Denied Persons List published by the Bureau of Industry and Security of the U.S. Department of Commerce, or identified in any similar country specific governmental publication.

**14.2** Some Products may be hazardous materials or hazardous substances under various laws and regulations when handled or processed, and Buyer agrees to familiarize itself (without further reliance on Seller) with any hazards of the Products, their processing and applications, and the containers in which the Products are shipped. Buyer shall ensure that at any time (including without limitation during delivery or collection, handling, storage, treatment, transport, use, and commercialization of Products) itself, its contractors, or any other party acting on its behalf, complies with all applicable laws and regulations related to health, safety, and environment, the recommendations in the material safety data sheets (SDS), all safety and other procedures applicable at the relevant delivery point, and in any event in a manner consistent with the standards of a reasonable and prudent operator. Buyer agrees to provide the SDS to all those required by law to receive same and to inform and train its employees, and properly warn and instruct its customers, as to hazards identified in the SDS or discovered by Buyer in its investigations. Buyer will take all precautions as may be appropriate for hazards identified in the SDS and properly manage and dispose of all wastes and residues resulting from its use of Products, including any disposable packaging, in accordance with applicable laws and regulations.

**14.3** In the event of a breach of the provisions in this Article 14, Buyer shall fully indemnify, protect, defend, and hold harmless Seller and Seller's Affiliates, officers, directors, agents, and employees from and against any and all claims, losses, and liabilities attributable to any such breach. Without prejudice to any other express remedy referred to herein or any rights or remedies available at law, in the event of a breach of this Article 14 by Buyer, Seller shall have the right to take whatever action it deems appropriate, including but not limited to the right to terminate, and suspend performance under, any Contract with immediate effect and without any liability by Seller for any other loss or damage arising as a result of such termination or suspension.

## **15 HEALTHCARE APPLICATIONS; PROHIBITED USES**

Buyer understands that the Products are not intended for use in any in any healthcare application unless such specific use is disclosed to and acknowledged in writing by Seller. Buyer certifies that it will not use, sell, or knowingly support the use by others of Products, in the design, development, production, or use of nuclear, chemical or biological weapons, land mines, or ballistic missiles, or for any other application into which, to Buyer's knowledge, Seller has previously stated it will not support or for which Seller has otherwise declined to sell Products.

## **16 MISCELLANEOUS PROVISIONS**

**16.1** Buyer may not share any password, access code, or similar credential issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Products. Buyer agrees that it will not rely upon any such information for any purpose other than

making individual purchases and will not seek to use such information against Seller for any other purpose.

- 16.2** No Contract is assignable or transferable by either Party to any other party without the prior written consent of the other Party, provided however that such written consent shall not be required in case of an assignment or transfer to any Affiliate of Seller.
- 16.3** Any delay or failure in the exercise of any right of Seller under a Contract and/or these GTC shall not represent a waiver or forbearance of such right and shall not prejudice the future exercise of such right.
- 16.4** If, at any time, any term or provision of these GTC and/or a Contract is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, such illegality, invalidity, or unenforceability shall not affect any other term or provision of these GTC and/or the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 16.5** No modification of or deviation from these GTC and/or the Contract shall be effective between Buyer and Seller unless it is a written amendment, expressly stated as such, and duly signed on behalf of both Seller and Buyer.
- 16.6** Notice shall be deemed properly given if sent by facsimile confirmed by registered mail with return receipt, overnight courier mail, hand-delivered, or registered mail with return receipt, to the addresses set forth in the Contract.
- 16.7** Seller shall be entitled to reference Buyer as a customer of Seller and utilize photographs of Buyer's applications utilizing Seller's products in Seller's marketing materials.
- 16.8** When Buyer is the importer of record, Buyer shall be responsible for processing all registrations and importation permits to import the Products and shall comply, prior to importing and during importation of the Products, with all applicable laws, regulations, and other requirements, including but not limited to those regarding labelling, safety and usage, handling and disposal of hazardous materials, and import and export of materials.
- 16.9** Buyer represents and agrees that its activities in connection with the Contract comply with all applicable laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and any other U.S. or foreign country's anticorruption laws and regulations applicable to Buyer. Each Party shall comply with its own code of ethics, and Buyer shall not pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any official or political party or official of that political party in obtaining or retaining business, or taking any other action favorable to Buyer or its business. If Buyer does not have its own published code of ethics that is substantially similar to SABIC's, then Buyer agrees to comply with SABIC's code of ethics available at [www.sabic.com](http://www.sabic.com) and upon request.
- 16.10** Except where otherwise required by applicable law, (i) each party accepts and approves the English version of the GTC and the Contract as controlling in any dispute between Buyer and Seller arising from or related to the Contract, and (ii) if a conflict occurs between the English language version and any translated version, the English version of these GTC shall

govern. Sous réserve de ce qui est autrement exigé par les lois applicables, (i) chaque Partie accepte et convient que la version anglaise des Modalités et du Contrat est celle qui fait foi dans le cadre de tout différend entre l'Acheteur et le Vendeur découlant du Contrat ou y étant relié, et (ii) en cas de divergence entre la version anglaise et toute autre version traduite, la version anglaise des présentes Modalités fera foi.

**16.11** Buyer agrees that Seller will collect, process, and/or otherwise use Buyer personal data shared with Seller pursuant to a Contract in accordance with the SABIC Data Protection Policy as may be amended from time to time, and available at [www.sabic.com](http://www.sabic.com).

## **17 APPLICABLE LAW AND DISPUTE RESOLUTION**

These GTC, any Contract, and all relationships and/or disputes arising out of or related thereto shall be governed exclusively by, and interpreted exclusively in accordance with, the following respective jurisdictions, without giving effect to their conflicts of laws principles: if Seller is (i) a United States entity, the laws and courts of the state of New York; (ii) an Argentinian entity, the laws and courts of the City of Buenos Aires, Argentina; (iii) a Brazilian entity, the laws and courts of the City of São Paulo, Brazil; (iv) a Canadian entity, the laws and courts of the Province of Ontario; and (v) a Mexican entity, the laws and courts of the City of Mexico, Federal District, Mexico. Seller and Buyer hereby irrevocably consent to such exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any sale of Products. Rev 06-06-2019