

**SABIC INNOVATIVE PLASTICS**  
**BRAZIL**  
**CONDITIONS OF SALE**

**1. DEFINITIONS.** As used below, "Seller" means SABIC Innovative Plastics South America – Indústria e Comércio de Plásticos Ltda., an affiliated company of SABIC Innovative Plastics Holding B.V.; "Product" means any product sold by a Seller, and "Buyer" means a party purchasing any Product from a Seller.

**2. APPLICABLE TERMS.** All sales by Seller to Buyer, whether initiated by written purchase order, electronic means, telephone or any other method, will be subject to the following:

- If a formal agreement is then in effect between Buyer and Seller and applicable to such sale (a "Sales Agreement"), then any term in the Sales Agreement that conflicts with these terms will apply, and these terms will otherwise apply.
- If no Sales Agreement is in effect, these terms, and the Product description and quantity specified in Buyer's order as accepted by Seller, will make up Buyer's complete contract with Seller.

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 terms. These terms may be modified only by the written agreement of Buyer and Seller. By purchasing Products from Seller, Buyer confirms its agreement with these terms, and agrees that, even if Buyer sends Seller another form of agreement or terms, or modifications to these terms, and Seller does not respond specifically and expressly accepts in writing, these terms shall govern.

**3. PRICES AND DELIVERY.** Product prices are determined by the applicable Sales Agreement, if any. In the absence of a Sales Agreement, prices are determined by Seller's confirmation of Buyer's order or, in the absence of a confirmed order, by Seller's list prices in effect at the 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. Unless otherwise stated, prices and payment terms will be as specified in the invoice or as otherwise communicated by Seller and shipments for non-waterway transport are CIP and waterway transport are CIF (INCOTERMS® 2010) for delivery to a previous and mutually agreed location. Buyer agrees to reimburse Seller for Seller's costs of collection should Buyer fail to pay Seller in a timely manner, including reasonable attorney's fees and interest at an annual rate equal to the maximum allowed by applicable law. Risk of loss or damage to Products will pass to Buyer in accordance with the INCOTERM specified by Seller. All delivery dates are estimates only. Buyer agrees that a variation of up to 10% in quantity delivered is acceptable to Buyer, and

shall constitute fulfillment of an order. In certain limited circumstances a higher variation may occur to accommodate the packaging of Product in **octabin** packaging. Seller shall retain ownership of any reusable packaging.

**4. LIMITED WARRANTY.** Seller warrants that all Products sold to Buyer will be free of any claim of ownership by third parties and will conform to the manufacturer's specifications 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. Buyer will inspect all Products for damage, defect or shortage promptly after Buyer receives them, and will give Seller prompt notice of any damage, defect or shortage that Buyer finds. 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, or (ii) 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. If applicable law prohibits this limitation of Buyer's remedies, then Seller agrees that the maximum amount Buyer may claim from Seller is twice the net purchase price Buyer actually paid Seller for Product determined to be defective. **THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER; 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.**

**5. LIMITATION OF CLAIMS.** 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 OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EQUIPMENT DOWNTIME, COST OF ANY SUBSTITUTE FOR PRODUCTS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY. THIS LIMITATION SHALL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

**6. ADVICE AND OTHER SERVICES.** Buyer agrees that Seller will not have control over the design, testing or labeling of any product produced using the Products, and that Buyer is not relying 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 from Seller's product literature or web sites, including any design aid or other service made available by Seller. Buyer has tested and investigated the Products enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on Seller's advice, statements, information, services or recommendations.

**7. INTELLECTUAL PROPERTY.** Any suggestions Seller makes about possible articles, designs or uses of Products do not give a license under any patent or other intellectual property right covering such articles, designs or uses, nor are they a recommendation to use any Product in a manner that may infringe any patent or other intellectual property right. If there is a claim that any Product, in the form in which Seller sold it to Buyer, infringes another company or person's patent or other intellectual property right in the jurisdiction in which such sale took place, then (i) Seller will defend Buyer against such claim, and indemnify Buyer against all reasonable costs of such defense incurred Buyer, and (ii) if any Product subject to such a claim is determined to infringe another company or person's patent or other intellectual property right, Seller shall, at its sole option and expense, either procure for Buyer the right to continue using the Product or accept return of the Product from Buyer and refund the purchase price thereof. The foregoing states the entire obligation of Seller for intellectual property infringement. Seller shall not be responsible for, and Buyer shall hold Seller harmless against, any damages and costs incurred by Seller as a result of any claim of infringement of another company or person's patent or other intellectual property right that arises from Seller's with any specification or instruction provided by Buyer. In the event that Buyer shall become aware of any claim of the type described above, it will 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.

**8. EVENTS BEYOND SELLER'S CONTROL.** Seller will not be responsible if Seller's performance of any obligation hereunder (other than the payment of money) becomes impossible or commercially unreasonable due to any cause or event beyond Seller's reasonable control, including, without limitation, acts of God, acts of any governmental authority, acts of Buyer, acts of terrorism, war, civil disturbance, labor disruption or strike, fire, explosion, release of dangerous or hazardous materials, inability to obtain necessary raw materials, utilities, transportation, machinery or services, and any similar or dissimilar cause or event.

**9. HEALTH AND SAFETY COMPLIANCE.** Seller will give Buyer Safety Data Sheets ("SDSs", formerly known as Material Safety Data Sheets or MSDSs) for Products sold hereunder. Buyer understands that some Products may be hazardous materials or hazardous substances under various laws and regulations when handled or processed. 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 agrees to provide the SDSs 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 SDSs or discovered by Buyer in its investigations. Buyer agrees to properly manage and dispose of all wastes and residues resulting from its use of all Products, including any disposable packaging, in accordance with applicable disposal or recycling laws.

**10. EXPORT CONTROL AND ECONOMIC SANCTIONS COMPLIANCE.** Buyer will ensure that any Products, technology or software received from Seller are exported by Buyer only in compliance with applicable laws, including international economic sanctions laws. At all times, Seller will be entitled to decline to sell or ship to any party deemed suspect of violating such laws, or identified as such in an applicable governmental publication.

**11. ELECTRONIC COMMERCE.** 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 assert such information against Seller for any other purpose. Seller may issue electronic invoices for any purchases of Products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such invoice as if it had been delivered in writing.

**12. MEDICAL APPLICATIONS; PROHIBITED USES.** Buyer understands that the Products are not intended for use in any medical application involving permanent implantation in the human body, or any such implantation lasting longer than 29 days, and agrees not to use, sell or support the use by others of any Product for any such application. Buyer certifies that it will not use, sell or knowingly support the use by others of such Products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons, land mines, 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.

**13. TERMINATION; SUSPENSION.** Seller may terminate this Agreement or adjust Buyer's payment and/or credit terms effective immediately upon written notice to Buyer in the event (a) Buyer fails to pay any Seller invoice, within the time provided in the relevant agreement on two or more occasions, (b) Buyer generally fails to pay its debts as they become 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) and (d) of a sale of a majority of the assets, or a change of control of the ownership, of Buyer. If Buyer is in default hereunder, including by failure to pay invoices, Seller may suspend shipments of Product, require cash in advance of deliveries and/or reduce payment terms until all invoices are current and Seller receives adequate assurance of future performance.

**14. GENERAL.** Cancellation of any order, or return of any conforming Product purchased hereunder, will be subject to acceptance by Seller and to a restocking charge in accordance with Seller's policy then in effect. Neither course of performance or dealing, nor usage of trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these terms and conditions. Failure by either party, at any time or from time to time, to require the performance by the other of any term hereof shall not constitute a waiver of such term or provision. The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law. Buyer may not assign or transfer any rights or obligations under any Sales Agreement or other agreement governed by these terms

without the prior written consent of Seller. 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. These Terms and all questions related to its validity, interpretation thereof, performance and enforcement shall be governed exclusively by, and construed in accordance with the laws and courts of the City of São Paulo, Brazil, without giving effect to its conflicts of laws principles.

Rev. 30 April 2014