

## STANDARD TERMS AND CONDITIONS OF SALE

### INDIA

SABIC Innovative Plastics India Pvt. Ltd. ("Seller") agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller the goods and services (hereinafter collectively referred to as "products") subject to the following terms and conditions:

1. **ACCEPTANCE:** By placing a purchase order followed by Seller's written confirmation of Buyer's order, Buyer confirms that the following terms and conditions apply to Buyer's purchase of products, subject to paragraph 2 below. If Buyer sends Seller another form of agreement (including Buyer's standard or other terms of purchase, whether appearing on or accompanying any of the Buyer's order(s) or requests to modify any order), or modifications to these terms and conditions, these terms and conditions shall prevail unless otherwise agreed in writing by Seller. No representation, warranties or guarantees other than those contained herein and no variation of these terms and conditions shall be binding on Seller unless made in writing and signed by a duly authorized representative of Seller. Any variation, representation, warranty or guarantee made as aforesaid will apply only to the particular order.

2. **TERMS AND CONDITIONS OF SALES:** Any products Buyer purchases from Seller (whether the contract for purchase is entered into by electronic, phone, paper or any other form of transmission) are sold subject to the following:

a. If Buyer already has a fully signed sales agreement with Seller, then any term in that agreement that conflicts with these terms and conditions will be applied to Buyer's purchase; the rest of these terms and conditions will otherwise apply.

b. If Buyer does not have a fully signed sales agreement with Seller, then these terms and conditions shall form the Seller's complete contract, which shall be governed by the laws of India, and the United Nations Convention on the International Sale of Goods will not apply.

c. Unless otherwise expressly agreed to in writing by Seller, all products sold by Seller are provided solely for use or consumption by Buyer or affiliated entities of the Buyer of such products from Seller, and any resale or similar transfer of such product to a third party is prohibited. In the event, the Buyer resells, then such a sale shall be to the sole responsibility and liability of the Buyer.

### 3. **PRICES AND PAYMENTS, SECURITY FOR PAYMENT:**

a. The price payable for the products shall be the one set out on Seller's written confirmation of Buyer's order, as may be modified in a separately signed pricing/rebate letter (the latter prevailing in the event of a conflict between Seller's written confirmation of Buyer's order and signed pricing/rebate letters). However, in the event that after the Seller's written confirmation of Buyer's order, the cost to Seller of the products has increased as a result of an increase of external costs or a modification of rates of exchange or increase in Seller's buying prices, taxes, duties or others levies as imposed by statutory authorities, Seller has the right to increase the price accordingly.

b. Payment for the product shall become due by the Buyer on such date as is set out in the purchase order and Seller's written confirmation of Buyer's order. Buyer shall not be entitled to make any deduction from payments due to Seller on account of any alleged set-off or counter-claim.

c. In the event that Buyer fails to make any payment in full when due, all sums currently invoiced to Buyer will immediately become due in full and all amounts due shall bear interest at the rate of 21% per annum or as otherwise determined by the Seller calculated from the date of which these amounts became due until date of payment in full. By the mere fact of non-performance or late performance, Buyer shall be deemed to be in default without warning or notification of default being required.

d. Seller reserves the right to require from Buyer at anytime satisfactory security for the due performance of Buyer's obligation or if no security has been timely provided, to cancel the Buyer's order(s), without prejudice to any rights which Seller may have against Buyer in respect of breach of contract or otherwise.

4. **DELIVERY:** Any delivery dates Seller provides are estimates only. Seller cannot guarantee delivery on a specific date and variation up to 10% in quantity is acceptable to Buyer. Risk of loss or damage will pass to Buyer in accordance with the Incoterm specified by Seller in the Seller's written confirmation of Buyer's order. The Incoterm used in this agreement shall be governed and interpreted by the provisions of Incoterms® 2010 edition, unless otherwise specifically stated in Seller's written confirmation of Buyer's order. Title will transfer at the same time as risk of loss. Seller retains ownership of any re-usable packaging.

5. **LIMITED WARRANTY:** Products sold by Seller to Buyer conform to the manufacturer's specifications as set forth in the applicable product certification delivered to Buyer, or such other specifications as shall have been expressly agreed in writing by Buyer and Seller. On receipt of all products, Buyer will promptly inspect such products for any damage, defect or shortage and will forthwith give Seller prompt notice of any damage or shortage found in the products by Buyer. If any product is determined not to conform to the warranty set forth above and Buyer has notified Seller in writing of such non-conformity during the period ending at the earlier of (i) the date of use of the product, or (ii) six months from date of shipment by Seller, then Seller may, at Seller's option, either replace the non-conforming products or refund the purchase price, and in no event shall Seller's liability, whether based in contract, warranty, negligence or other tort, strict liability or otherwise, exceed the purchase price for the product in question and which liability shall be deemed waived unconditionally and absolutely upon the expiration of the applicable warranty period specified herein. This is Buyer's exclusive remedy for breach of warranty. Buyer should not return products until Seller agrees that Buyer may do so. Should applicable law prohibit this limitation of Buyer's remedies, then Seller agrees that the maximum amount Buyer may claim from the Seller shall be the net purchase price Buyer actually paid Seller. This limited warranty is given only to Buyer and does not extend to any subsequent purchaser or transferee of Seller's products. Buyer is not entitled to extend or transfer this warranty to any other party. This warranty is in lieu of all other warranties, written or oral, statutory, expressed or implied, including any warranty of merchantability or fitness for a particular purpose, unless a specific performance warranty may have been issued in writing by Seller to Buyer.

6. **LIMITATION OF CLAIMS:** Except as provided in paragraph 5 above (LIMITED WARRANTY), Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by Seller, or any technical advice Seller may offer. Seller will not be liable for consequential, special, incidental or exemplary damages, including, but not limited to, loss of profits, cost of any substitutes the Buyer bought, claims of third parties or injury to person or property and Buyer will indemnify seller in respect of any such claims whatsoever.

7. **ADVICE AND OTHER SERVICES:** Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using products Buyer orders from Seller and Buyer will not rely on anything

on Seller's web site or any statement by Seller about the suitability of Seller's products. Buyer has tested and investigated products provided by Seller 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 technical advice, statements, data, services or recommendations.

8. **PATENTS:** Any suggestions Seller makes about possible articles, designs or uses of Seller's products do not give Buyer a license under any patent covering such articles, designs or uses, nor are they a recommendation for use of such products, articles or designs which may infringe any patent. Further, no rights under any patent, trademark, copyright, trade secret, or any other intellectual property right is granted, by implication or otherwise, by Buyer's purchase from Seller of any product. Seller will defend Buyer if there is a claim that products manufactured by Seller, as Seller delivers them to Buyer, infringe another person's patents, and if necessary will either refund the purchase price or obtain for Buyer a license under those patents.

#### 9. **TAXES**

a. Any taxes (including sales tax), cess or duties levied by Central/State/Municipal/Local or any other authority, now in effect or hereinafter imposed, on the sale, transportation or delivery of the products delivered hereunder shall be paid by Buyer, and, if directly paid by Seller, reimbursed to Seller by Buyer

b. Statutory levies, duties, taxes (including sales tax), if any, leviable on the products cleared/ delivered hereunder shall be to Buyer's account. In the event, however, if any products are being cleared/ delivered at NIL or lower rate of duty and liability thereon borne by Seller in the first instance, Buyer shall, on such products attracting levy of higher rate of duties subsequently, reimburse Seller the equivalent to the enhanced rate of duties initially borne by Seller.

10. **EVENTS BEYOND SELLER'S CONTROL:** Seller will not be responsible if Seller cannot perform under this agreement if events beyond Seller's control occur which make it impossible or commercially unreasonable for Seller to perform, including so-called "Acts of God" or "force majeure" events and raw material shortages.

11. **ENVIRONMENTAL COMPLIANCE:** Seller will provide Material Safety Data Sheet ("MSDSs") of the chemical/ products to Buyer and Buyer will provide the MSDSs to all those required by law to receive them. Buyer will take such precautions as may be appropriate for hazards identified in the MSDSs and properly manage and dispose of all wastes and residues resulting from Buyer's use of the products in accordance with applicable laws and regulations. Buyer agrees to dispose of disposable packaging as required by any applicable disposal or recycling laws.

12. **EXPORT CONTROL COMPLIANCE:** Buyer ensures that products, technology or software Buyer receives from Seller are exported by Buyer only in compliance with applicable laws, including United States and India export control laws and regulations. Buyer certifies that it will not use 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 or ballistic missiles.

13. **ELECTRONIC COMMERCE:** Buyer may not share any password, access code or similar credential which may be 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 Seller's products. Buyer agrees that it shall not rely upon any such

information for any purpose other than making individual purchases and shall not seek to assert such information against Seller for any other purpose. Buyer specifically agrees that Seller may issue electronic invoices using the internet, e-mail or other computer-based electronic communications method for any purchases of products made and agrees to honor such invoice as if it had been delivered in writing.

**14. TERMINATION FOR DEFAULT:** Either party may terminate this agreement upon fourteen (14) days' prior written notice, in the event the other party breaches any material term hereof or files for bankruptcy and immediately where any administrator, liquidator, receiver and/or manager or bankruptcy trustee is appointed or application for such appointment has been made in respect of either party or its assets ("insolvency event"); provided, however that during such notice period, the party in default may cure its default and thereby abate the termination; provided, further, that if such default shall require a longer period to remedy, so long as the party in default has taken reasonable steps within such period to commence the curing of the default, the termination shall be abated as long as such steps continue to be taken. If Buyer is in default hereunder or files bankruptcy or upon the occurrence of an insolvency event, Seller may suspend shipments of products without liability to Buyer.

**15. CANCELLATION:** Buyer agrees to Seller's cancellation policy as follows: (i) any request for cancellation or modification of the purchase order shall be subject to Seller's express acceptance in writing; (ii) if Seller accepts Buyer's request for cancellation or modification of the purchase order, Seller shall have the discretion to charge Buyer a cancellation fee which equals to 15% of the invoice amount; (iii) the cancellation fee is not meant to be punitive, but for Seller to recover various out-of-pocket costs including administrative and raw material costs; and (iv) cancellations or modifications of the purchase order shall NOT be allowed if Seller has commenced the production or preparation of products for such purchase order. Buyer may postpone the Request Delivery Date (RDD) only once for the purchase order for products and by no more than 14 calendar days, provided that Seller has not commenced the production for such purchase order.

**16. MEDICAL APPLICATION:** Buyer understands that Seller's 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 any of Seller's products for any such application, or for any other application into which, to Buyer's knowledge, Seller has previously declined to sell products.

**17. DISPUTES AND APPLICABLE LAW:** These terms and conditions and this agreement shall exclusively be governed by and construed in accordance with Indian laws and Buyer agrees to submit any dispute to the exclusive jurisdiction of the Courts at Vadodara, Gujarat, India. The United Nations Convention on the International Sale of Goods will not apply.