

Republic of Korea

STANDARD TERMS AND CONDITIONS OF SALE

1. APPLICATION. Any reference to "SABIC" shall refer to "SABIC Korea Limited". By purchasing products from SABIC, Customer confirms that, subject to Section 2 below, the following standard terms and conditions of sale ("these Conditions of Sale") apply to Customer's purchase of SABIC's products. Even if Customer were to send SABIC any counter-proposal (including, without limitation, another form of agreement, or an alternative set of terms, or Customer's standard or other terms of purchase whether appearing or endorsed on or otherwise accompanying any of Customer's orders or requests to modify any order, or modifications to these Conditions of Sale), these Conditions of Sale, subject to Section 2 below, will be the terms of the agreement for the sale and purchase of SABIC's products between Customer and SABIC unless and until SABIC expressly agrees in writing to such other agreement, terms or modifications. Modifications to this Agreement may only be made in writing and must be signed by SABIC's authorized representative.

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

a. If Customer already has a fully signed agreement for the sale and purchase of SABIC's products with SABIC, then the terms and conditions of that agreement shall be applied to Customer's purchase. In this paragraph a., "fully signed agreement" excludes, for the avoidance of doubt, any counter-proposal from Customer (referred to in Section 1) which is not expressly agreed to by SABIC's authorized representative in writing.

b. If Customer does not have a fully signed agreement for the sale and purchase of SABIC's products with SABIC, then these Conditions of Sale shall form the complete contract for the sale and purchase of SABIC's products between Customer and SABIC.

c. 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 SABIC, at any time or from time to time, to require the performance by Customer of any term or provision hereof shall not constitute a waiver of such term or provision. The invalidity, in whole or in part, of any provision herein, shall not affect any other provision herein, each of which shall be enforced to the full extent permitted by law.

d. Unless otherwise expressly agreed to in writing by SABIC or agreed in the governing sales agreement, in order to promote their safe and effective use, all products sold by SABIC are provided solely for use or consumption by Customer of such material from SABIC, and any resale or similar transfer of such material is prohibited and shall constitute a material breach of the governing sales agreement. SABIC reserves the right without further obligation or liability to Customer to discontinue the manufacture and sale of any product upon either (i) 30 days' notice to Customer or (ii) if required by law, immediately upon notice to Customer.

3. PRICE. Product prices are determined by the order confirmation Customer receives from SABIC and payment terms will be as set out in order confirmation, or in the absence of any such payment terms, it will be due within 7 days of the tax invoice date (or such other period as may be notified by SABIC to Customer in writing). If shipments are delayed at the request of Customer (for reasons unacceptable to SABIC), payments shall become due on the date when SABIC is prepared to make shipment. If shipment hereunder

is delayed or canceled by Customer, payments shall be made based on the purchase price and the percentage of completion of the material. In the event of any such delay, title shall pass to Customer and SABIC will hold products at Customer's risk and expense. SABIC's prices do not include any governmental, state or local tax, transportation tax, sales, value-added or goods and services tax or other tax and SABIC shall separately indicate on its invoice(s) any tax required to be imposed. Customer also agrees to reimburse SABIC for SABIC's costs of collection should Customer fail to pay SABIC in a timely manner, including interest at 1% per month (whether before or after judgment). If at any time Customer's financial condition does not, in SABIC's judgment, justify continuance of shipments of material under the terms of payment originally specified, SABIC may require full or partial payment in advance and/or shall be entitled to cancel any full or partial order then outstanding for which payment has not been received without being subject to any cancellation fees, charges or other liability.

4. CANCELLATION OF ORDERS. Customer agrees to SABIC's cancellation policy as follows: (i) any request by Customer for cancellation or modification of the purchase order shall be subject to SABIC's express acceptance in writing; (ii) if SABIC accepts Customer's request for cancellation or modification of the purchase order, SABIC shall have the discretion to charge Customer a cancellation fee up to an amount equivalent of 15% of the invoice amount; (iii) the cancellation fee is not meant to be punitive, but for SABIC to recover various out-of-pocket costs including administrative and raw material costs; and (iv) cancellations or modifications of the purchase order by Customer shall NOT be allowed if SABIC has commenced the production or preparation of products for such purchase order. Customer may postpone the estimated ship date stated in the SABIC's order confirmation, only once and by no more than 14 calendar days, provided that SABIC has not commenced the production for such purchase order.

5. DELIVERY. Any delivery date SABIC provides is an estimate only and may be changed at SABIC's discretion. In no event shall SABIC shall be liable for consequential, special, incidental or exemplary damages based on any delay in delivery or failure to deliver any products. Customer acknowledges that SABIC cannot guarantee delivery on a specific date, and agrees that a reasonable operational tolerance in quantity is acceptable to it. SABIC retains ownership of any re-usable packaging. Risk of loss or damage to SABIC's products will pass to Buyer in accordance with the Incoterm agreed between the parties specified in the orders. Title shall pass at the same time as risk of loss passes to Buyer. Any Incoterm used in these Conditions of Sale or SABIC's order confirmation, shall be governed and interpreted by the provisions of Incoterms® 2010 edition, unless otherwise specifically stated by SABIC in writing.

6. LIMITED WARRANTY. SABIC warrants that all products sold to Customer will be free and clear of any claim of ownership by third parties. Products sold by SABIC to Customer conform to the manufacturers' specifications as set forth in the applicable product certification delivered to Customer, or such other specifications as shall have been expressly agreed in writing by Customer and SABIC. Customer will inspect all products Customer receives for damage, defect or shortage promptly after Customer receives them, and will give SABIC prompt notice of any damage, defect or shortage that Customer finds. The conditions of any test for conformance with specifications shall be mutually agreed upon and SABIC will be notified of, and may be represented at, all such tests that may be made. If any product is determined not to conform to the warranty set forth above and Customer has notified SABIC 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 SABIC, then SABIC may, at SABIC's option, either replace the non-conforming products or refund the purchase price, and in no event shall SABIC'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 Customer's exclusive remedy for breach of warranty. Customer shall not return products until SABIC agrees that Customer may do so. Should applicable law

prohibit this limitation of Customer's remedies, then SABIC agrees that the maximum amount Customer may claim from SABIC is twice the net purchase price Customer actually paid SABIC. THIS LIMITED WARRANTY IS GIVEN ONLY TO CUSTOMER AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF SABIC'S PRODUCTS. CUSTOMER IS NOT ENTITLED TO EXTEND OR TRANSFER THIS WARRANTY TO ANY OTHER PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF CLAIMS. SABIC will not be responsible for any harm arising out of Customer's purchase, possession or use of any products supplied by SABIC or any technical advice SABIC may offer, except as agreed in the Limited Warranty set out above. SABIC WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SALES, COSTS OR EXPENSES ARISING FROM PRODUCTION DOWN-TIME, COST OF ANY SUBSTITUTE FOR THE PRODUCTS CUSTOMER BOUGHT, CLAIMS OF THIRD PARTIES OR INJURY TO PERSON OR PROPERTY AND CUSTOMER WILL INDEMNIFY AND KEEP INDEMNIFIED SABIC RESPECT OF ANY SUCH CLAIMS WHATSOEVER. THIS LIMITATION SHALL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. TECHNICAL ADVICE AND OTHER SERVICES. Customer is responsible for the design, processing, testing and labeling of any product that Customer makes using products Customer buys from SABIC, and Customer will not rely on any advice, recommendation or information obtained from SABIC's product literature or websites, including any design aid or other service made available by SABIC, or any representation or statement made by, or on behalf of, SABIC about the suitability of products or services SABIC provides for any purpose. Customer has tested and investigated products sold by SABIC sufficiently, to form an independent judgment concerning their suitability for the use, conversion or processing intended by Customer and will not make any claim against SABIC, or hold SABIC liable in any manner, with respect to any technical advice, statements, data, services or recommendations furnished (or failed to be furnished) by SABIC.

9. INTELLECTUAL PROPERTY. Any suggestions SABIC makes about possible articles, designs or uses of products do not give Customer a license under any patent or other intellectual property right covering such articles, designs or uses, nor are they a recommendation that Customer 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 SABIC sold it to Customer, infringes another person's patent or other intellectual property right in the jurisdiction in which such sale took place, then (i) SABIC will defend Customer against such claim, and indemnify Customer against all reasonable costs of such defense incurred by Customer, and (ii) if any product subject to such a claim is determined to infringe another person's patent or other intellectual property right, SABIC shall, at its sole option and expense, either procure for Customer the right to continue using the product or accept return of the product from Customer and refund the purchase price thereof. In the event that Customer shall become aware of any claim of the type described above, it will promptly notify SABIC in writing and give SABIC all necessary information, assistance and exclusive authority for the defense of any such claim and its settlement. The foregoing states the entire obligation of SABIC for intellectual property infringement by any product sold hereunder. SABIC shall not be responsible for, and Customer shall hold SABIC harmless against, any damages and costs, including reasonable attorney's fees, incurred by SABIC as a result of any claim of infringement of another person's patent or other intellectual property right that arises from SABIC's compliance with any specification or instruction provided by Customer.

10. EVENTS BEYOND SELLER'S CONTROL. SABIC will not be responsible if its performance of any obligation hereunder (other than the payment of money) becomes impossible or commercially unreasonable due to any cause or event beyond its reasonable control, including, without limitation, acts of God, acts of any governmental authority, acts of Customer, civil disturbance, labor disruption or strike, epidemic or other widespread health risk, fire, flood, war, explosion, terrorist threat or activity, release of dangerous or hazardous materials, government regulation, equipment failure, delay or inability to obtain necessary raw materials, utilities, transportation, machinery or services through its usual and regular sources, and any similar or dissimilar cause or event. In the event such cause or event is not alleviated within 30 days after beginning to have an adverse effect on performance hereunder, then SABIC may, at its option, terminate the affected sales agreement upon written notice to Customer, such termination to be without further liability to either party. If, for any reason, supplies of the products deliverable hereunder or feedstock from which such products are derived from any of SABIC's sources are curtailed or cut off or are inadequate to meet SABIC's own requirements and its obligations to its customers, SABIC's obligation hereunder shall be reduced to the extent necessary in SABIC's reasonable judgment to apportion fairly among SABIC's own requirements and its regular customers such materials as can be made available in the ordinary and usual course of SABIC's business from any such sources of supply.

11. HEALTH AND SAFETY COMPLIANCE. At Customer's request, SABIC will give Customer Material Safety Data Sheets ("MSDSs") for products sold hereunder. Customer understands that some products may be, or become, hazardous materials or hazardous substances under various laws and regulations when handled or processed. Customer agrees to familiarize itself (without further reliance on SABIC) with any hazards of the products, their processing and applications and the containers in which the products are shipped. Customer agrees to provide the MSDSs 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 MSDSs or discovered by Customer in its investigations. Customer 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. Customer shall indemnify SABIC from and against all claims, damages, liabilities and expenses (including attorneys' fees and expenses on a full indemnity basis) arising from Customer's breach of the foregoing obligations.

12. EXPORT CONTROL COMPLIANCE. Customer shall ensure that products, technology or software Customer receives from SABIC are exported by Customer only in compliance with applicable laws, including (without limitation) export control laws and regulations of U.S. and the Republic of Korea. Customer 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, land mines or ballistic missiles. At all times, SABIC 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 governmental publication.

13. ELECTRONIC COMMERCE. Customer may not share any password, access code or similar credential which may be issued to it by SABIC, and SABIC reserves the right to suspend or revoke any such credential. Customer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by SABIC via any Internet site or electronic communication is (i) subject to correction or change without notice, and (ii) provided for the sole use of Customer for purposes of facilitating individual transactions involving the purchase and sale of SABIC's products. Customer 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 SABIC for any other purpose. Customer specifically agrees that SABIC may issue electronic invoices using the Internet, e-mail or any 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 hard copy.

14. TERMINATION. Either of Customer or SABIC may terminate the sales agreement between them upon 14 days' prior written notice, in the event the other party breaches any material term thereof, or files for bankruptcy or bankruptcy proceedings are filed against that other party, or business rehabilitation or reorganization proceedings are filed by or against that other party, or immediately where any administrator, planner, plan 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 Customer is in default hereunder or files bankruptcy or upon the occurrence of an insolvency event, SABIC may suspend shipments of material without liability to Customer. SABIC may terminate the sales agreement with Customer at will, with or without cause, upon not less than 14 days' notice in writing.

15. MEDICAL APPLICATION. Customer understands that SABIC'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 SABIC's materials for any such application, or for any other application into which, to Customer's knowledge, SABIC has previously declined to sell material.

16. CHOICE OF LAW – The laws of the Republic of Korea shall govern this Agreement, notwithstanding conflict of laws. If a court determines that terms and conditions in addition to those contained in these Conditions of Sale should be included in interpreting the agreement between the parties, then notwithstanding any contrary Korean law, the parties agree that any different terms and conditions shall be interpreted under the Korean Commercial Code. The parties elect not to be bound by the United Nations Convention on Contracts for the International Sale of Goods.

17. ENGLISH VERSION PREVAILS - These Conditions of Sale may be translated into other languages for convenience. If there is any conflict or difference between any of the translated versions of the Agreement and its English version, the English version prevails. If any part of any translated version is unclear, reference should be made to the English version. The translated versions may not be re-translated into English for the purpose of comparing with or interpreting the English version.