GENERAL SALES CONDITIONS
Olefins & Aromatics

1. CONTRACT

These General Sales Conditions apply to all our offers and sales of product ("Product") in the Olefins & Aromatics segment by Velogy Polyoléfines France SAS (formerly known as *Basell Polyoléfines France SAS*) ("Seller") and prevail over any purchase order, order acknowledgement or general conditions of purchase of Buyer, except if otherwise specifically agreed by Seller in writing. Any sale contract incorporating these General Sales Conditions shall be referred to as the "Contract". The "Buyer" shall be the person or company by whom an order for the purchase of Products is placed or with whom a Contract is made.

2. PRICES

2.1 Any price or price list communicated to Buyer in advance of a sale may vary and is for information only.

2.2 The prices of the Products are specified excluding Value Added Tax ("VAT"), excise duties and any other tax or duty (collectively "Taxes"). These and any future Taxes, including a change in rate of existing Taxes relating to the Products shall be for the account of Buyer. Buyer shall pay VAT to Seller in addition to the price of the Products, unless an exemption from VAT, a reverse charge or a zero percent VAT rate applies in accordance with the applicable laws (each a "VAT Exception"). On request of Buyer, Seller shall apply for such a VAT Exception and Buyer shall timely provide Seller for this purpose with all required information and/or documentation (collectively "Information") sufficient to support the VAT Exception applied. If Buyer fails to provide Seller with such Information in time, Seller shall be entitled to cancel the invoice for such delivery and issue a new invoice with VAT. In case (i) the delivery between Seller and Buyer takes place in the country where the Products are dispatched for transport ("Country of Dispatch") and (ii) Buyer has requested for a zero percent VAT rate and (iii) Buyer intends to sell the Products to a third party, Buyer shall prior to delivery to Buyer inform Seller whether or not the delivery between Buyer and the third party takes place in the Country of Dispatch. If Seller is involved in an audit or dispute regarding the VAT, customs or excise treatment of deliveries to Buyer, Buyer shall timely provide all reasonable Information required by Seller in connection with such an audit or dispute. If Buyer is under audit by any tax/customs authorities and the audit has any dealings with Seller, Buyer will inform Seller of any relevant facts and circumstances concerning such audit. If any (additional) Taxes become due because Buyer has not (timely) provided Seller with any Information as required under this clause, or because of any fraud, loss or misappropriation in relation to the Products or Information, Buyer will indemnify Seller against all liabilities for such Taxes, including any interest, penalties and costs.

2.3 In case Seller supplies Products under suspension of excise duty, Buyer shall fully and timely comply and/or cooperate with all (administrative) obligations under applicable excise legislation.

3. PAYMENT

3.1 Payment shall be made without any set-off. No prompt payment or other types of discounts apply.

3.2 Seller shall issue an invoice for all Products ordered by the Buyer at the date they are dispatched by the Seller or on such other date as Seller may deem appropriate in the ordinary course of business.

3.3 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, then Seller, at its option and without prejudice to its other rights and remedies, may (i) suspend deliveries until all indebtedness is paid in full, and/or (ii) place Buyer on a cash-on-delivery basis.

3.4 In the event of late payment, Buyer shall be liable automatically and without any further action or formality being required, to the statutory interest rate in force under the applicable law for late payment, from the due date until the date of payment. In the event of default in payment, Buyer shall pay Seller's costs of collection, including, but not limited to, reasonable attorney's fees.

4. ORDERS AND DELIVERIES

4.1 Orders issued by the Buyer shall become binding only upon written acceptance of the order by the Seller, or upon the delivery of the Products, whichever is earlier. No order changes issued by the Buyer shall be binding unless approved by the Seller.

4.2 The shipment of Products as agreed between Seller and Buyer is governed by the Incoterms latest edition. If the specific Incoterms are not specified in the Contract, the parties agree to apply the Incoterm(s) most appropriate for the relevant sale, taking into account the former course of business between Buyer and Seller.

4.3 Buyer shall give Seller shipping instructions sufficiently in advance to allow for timely delivery, taking into account the method of shipment desired. Such instructions shall include all pertinent information, including, but not limited to, desired date of delivery or loading, type of equipment, and special handling instructions. Seller shall use reasonable endeavours to meet the estimated delivery date, if any, but it shall have no liability to Buyer if there is any delay in delivery.

4.4 Buyer shall promptly receive and unload shipments, return as instructed the transportation facilities employed if any, and pay all demurrage, rental and other charges or damages resulting from Buyer's delay in receiving, unloading, or returning such transportation facilities or from damage thereto caused by Buyer.

4.5 Shipments shall not be diverted or re-consigned by Buyer without the prior written consent of Seller. When a shipment is made in Seller's rail tank cars, after each car is delivered to Buyer, Seller shall allow free time under Seller's then current policy. If such car is held longer than the free time allowed, Buyer shall pay Seller a daily charge established by Seller for each succeeding day or fraction thereof until the car is released. This charge will be additional to any demurrage charge levied by a third-party transportation company.

4.6 In case of FOB (Incoterms) sales, (i) Seller may be listed as "Shipper" on the Bill of Lading only in the following manner "Shipper: Velogy Polyoléfines France SAS on behalf of Consignee". If Seller is listed as "Shipper" on the Bill of Lading, Buyer shall also include language on the Bill of Lading stating: "Velogy Polyoléfines France SAS is not the contractual counterparty of the carrier. Buyer indemnifies and holds harmless Seller, Seller's 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 in connection with or resulting from (a) Buyer's failure to comply with the requirements set out in this paragraph and/or (b) Seller's actions on behalf of Buyer under the contract of carriage and; (ii) Buyer shall be responsible for compliance of the vessel, the loading port, the unloading port and the discharging berth with the International Code for Security of Ships and of Port Facilities ("ISPS") and Buyer shall indemnify Seller in full for any additional costs incurred by Seller associated with such compliance or any losses or damages incurred by Seller as a result of non compliance. Seller's responsibility shall be limited to ensuring that the loading berth is ISPS compliant.

4.7 In case of FOB or FCA (Incoterms) container deliveries by ship, Buyer shall be responsible to provide the container verified gross mass (VGM) declarations as required under the Safety of Life at Sea (SOLAS) Convention.

4.8 In case of CIF (Incoterms) sales, ISPS compliance of the loading berth, the vessel, the loading port and the unloading port shall be Seller's responsibility. ISPS compliance of the discharging berth shall be Buyer's responsibility. Buyer shall fully indemnify Seller for any additional costs incurred by Seller associated with ISPS compliance during the discharging of product and for any losses or damages incurred by Seller of non-compliance during discharging of the product.

5. RETENTION OF TITLE

5.1 The title in the Products shall remain vested in Seller until Buyer has paid in full the price for such Products and all other Products sold and delivered by Seller to Buyer.

5.2 Buyer shall take all measures necessary to keep Products identifiable so as to permit recovery of Products by Seller in the event of non-payment by Buyer.

5.3 Buyer may, within the normal scope of its business, sell or use Products delivered to him by Seller but may not, before payment in full to the Seller, pledge them or transfer the ownership of Products as a guarantee.

5.4 The right to use and sell the Products granted to Buyer in clause 5.3, may be terminated on written notice by Seller in the event of

payment of any invoice becoming overdue and it shall automatically terminate without need for any notice in the event that a proceeding for suspension of payments, administration, insolvency, bankruptcy, liquidation, winding-up, (or the equivalent under any jurisdiction) is initiated by or against Buyer, or the Buyer enters into an arrangement with its creditors for its debts. Upon termination of such rights: (a) all sums owed by Buyer to Seller shall become immediately due and payable; (b) Seller shall be entitled to retake possession of the Products and/or to resell the Products, and for any such purposes it may enter Buyer's premises or seek an order by a competent authority to this effect.

5.5 In the event that the Products are processed or otherwise mixed with, or affixed to other products to form a new product or other articles, upon manufacture of such new product or article the property therein shall be vested in Seller pro-rata, on the basis of the value of the Products over the value of such new product or article, and in respect of each such new product or article the provisions of clauses 5.1 to 5.4 shall apply mutatis mutandis.

5.6 Buyer hereby assigns in advance to Seller as security for the payment of the Products the receivables resulting to Buyer from the sale of the Products owned by Seller or from the sale of new products or articles co-owned by Seller according to clause 5.5. In the latter case, however, the assignment shall be limited to the percentage of the receivable corresponding to the percentage of Seller's co-ownership. In case the total value of the security of Seller under this clause 5.6 exceeds the claims of Seller against Buyer by more than ten percent (10 %), Seller shall, upon request of Buyer, release the security on the amount exceeding the claims.

6. RISK OF LOSS

Risk of loss in connection with Products shall pass from Seller to Buyer as specified in the Incoterms for the sale under consideration.

7. FORCE MAJEURE

7.1 Neither party shall be liable for its failure to fulfil any term of the Agreement, other than Buyer's obligation or ability to make payment for Products, if such fulfilment has been delayed, prevented, restricted, or affected by any circumstance or event beyond the reasonable control of a party including, without limitation: (i) fire, explosion, flood, storm, earthquake, tidal wave, war, military operation, national emergency, civil commotion, acts of terrorism or any other similar event; (ii) pandemic, epidemic, serious illness or plagues, disease, quarantine restrictions, health emergency or outbreak; (iii) any strike or other difference with workers (whether involving the workforce of the party so affected or of any other party) or unions (without regard to the reasonableness of acceding to the demands of such workers or unions); (iv) any voluntary or mandatory compliance with any governmental law, regulation, decree, export prohibition, order, request or similar act; or (v) any unavailability of or interference with the usual means of transporting Product; or (vi) any inability by Seller to acquire from any one of its usual supply source(s) for this Agreement on reasonably commercial terms, Product or any raw material, feedstock, labor, service, utility, equipment, machinery or facility necessary for manufacturing the Product; or (vii) any malfunction, unplanned shutdown or shutdown in anticipation of or in response to a breakdown or to a malfunction affecting the plant, each a "Force Majeure Event".

7.2 Any party declaring a Force Majeure Event shall promptly notify the other party in writing with reasonable details of such event. No Force Majeure Event shall have the effect of extending the term of the Agreement.

7.3 When a Force Majeure Event affecting a supply source results in a shortfall of Product available from that supply source to meet all Seller's supply obligations from that supply source, Seller shall apportion any reduced quantity of Product among itself and its customers and affiliates who are supplied from that supply source in a manner it determines to be fair and reasonable. Seller shall not be obligated to purchase or obtain Products for Buyer on the open market or from other producers or suppliers of Products including group companies of the Seller. Should Seller purchase or obtain any quantity of Product following a Force Majeure Event, Seller may use or distribute such Product at Seller's sole discretion. Any quantity of Product consequently not delivered will be deducted from any applicable remaining quantity obligation under this Agreement unless the Parties agree otherwise in writing.

7.4 The party claiming to be so prevented, restricted or affected by Force Majeure shall have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure Event during the continuation of such event, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

7.5 In the event the Force Majeure Event exceeds thirty (30) days, either party shall be entitled, by written notice to the other party, to terminate the Agreement without any further action or formality being required.

8. PRODUCT HAZARDS

8.1 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 the 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. Buyer will maintain compliance with all appropriate safe handling and use procedures, and all safety and health-related governmental requirements concerning the Product, and will take such steps as are reasonable and practicable to inform its employees, agents, contractors, customers and other third parties of proper use and handling requirements and of any risks associated with the Product, including handling, transportation, use, storage, and disposal. Such steps include, but are not limited to, dissemination of pertinent information contained in the SDS, as appropriate. Buyer will not deliver or consign Product to any party whom Buyer reasonably believes will handle, transport, use, store or dispose of said Product in a dangerous manner or contrary to law or the advice of Seller. Buyer hereby agrees that Seller will have the right to immediately cease delivery of Product to Buyer, pursuant to this Contract or otherwise, if, in Seller's reasonable opinion, Buyer fails to take necessary action, within a commercially reasonable time, to prevent or mitigate imminent endangerment to human health, safety, or the environment with regards to Buyer, or Buyer's representatives or agents' storing, handling and usage of the Product.

8.2 Buyer explicitly affirms it has read and understood, and that it shall regularly consult and appraise itself of any changes to (i) the prohibited applications and/or end-uses given in Section 1 of the relevant SDS ("Prohibited Applications") and (ii) the end-use applications identified as Applications Requiring Velogy Approval on www.velogy.com ("Restricted Applications") for the Products, both as may be amended from time to time. Buyer warrants that Product(s) will not, directly or indirectly, by Buyer or by any third party, be used in (i) Prohibited Applications, and in (ii) Restricted Applications without Seller's prior written approval for each specific Product or application. Seller reserves the right to verify compliance with the foregoing and Buyer shall timely provide all reasonable information so required by Seller. Seller reserves the right to terminate the Contract, fully or partially, (i) in case of Buyer's use of a Product in a Prohibited Application, (ii) in case of Buyer's use of a Product in a Restricted Application without Seller's prior written approval, and/or (iii) if Buyer fails to (timely) provide Seller with the information requested pursuant to this clause 8.2.

9. WARRANTIES

9.1 Seller warrants that all Products shall meet Seller's specifications for the Products in question as applicable at the time of dispatch of the Products. In case Products do not meet the respective specification Seller shall, at its option, replace the Product determined to be non-conforming or reimburse the purchase price.

9.2 Seller makes no other express or implied warranty, statutory or otherwise, concerning any Products, including, without limitation, any warranty of fitness for a particular purpose, any warranty of satisfactory quality, or any warranty as to correspondence with any description or sample.

10. LIMITATION OF LIABILITY AND CLAIMS

10.1 Seller's and any of Seller's affiliates total liability for any claim arising out of or in connection with the Contract for breach of contract,

warranty or statutory duty; or other tort including Seller's negligence shall not exceed the sales price of the relevant delivery of Products, if delivered, or, if liability arises from a failure to deliver, the sales price of Products had they been delivered and invoiced. In no event shall Seller be liable for any indirect, incidental, special, consequential, or punitive cost, expense, loss or damage including but not limited to loss of production, loss of use, loss from business interruption, loss of profit, loss of business, loss of goodwill or reputation, or wasted expenditure.

10.2 Any technical advice, assistance, testing or reports furnished by the Seller or any of its employees, agents or affiliates to the Buyer with respect to (i) the selection or use of the Products delivered to the Buyer or (ii) the storing, handling or usage of Product ("Technical Assistance") shall be given and accepted at the Buyer's sole risk and the Seller shall have no liability whatsoever for the use of, or results obtained from, the Technical Assistance.

10.3 Subject to the other provisions of this clause 10, all claims of Buyer with respect to the quality or quantity of Products sold and delivered pursuant to the Contract shall be deemed waived and forever barred unless Buyer notifies Seller of the nature and details of the claim in writing within thirty (30) days after receipt of the shipment by Buyer. Any such claim that is not asserted as a claim, counterclaim, defence, or set-off in a judicial proceeding instituted within three (3) months after Seller's denial thereof shall be forever waived.

10.4 Any claim shall be made by Buyer by written notice, setting forth fully the facts on which it is based, immediately after the date when the facts were discovered or should have been discovered but in any event no later than sixty (60) days after the loading date.

10.5 Any and all indemnification obligations under the Contract will survive the cancellation, termination, completion, or expiration of such Contract.

11. COMPLIANCE

Buyer agrees to fully comply with all applicable laws, ordinances and regulations, including but not limited to, anti-bribery, corruption, export control, economic sanctions laws and all hazardous materials transportation and hazardous communication standards for the safe labelling, handling and use of the Products and to implement the appropriate training, internal controls, processes and procedures to ensure such compliance. Buyer further acknowledges that certain of the Products may be controlled by United States or European Union import and export laws, regulations, and sanctions (collectively "Trade Control Laws"). Buyer expressly agrees that it shall not export, re-export or otherwise divert the Products in violation of any Trade Control Laws.

12. APPLICABLE LAW AND DISPUTES

12.1 The Contract shall be governed by French law. For the avoidance of doubt, the provisions of the United Nations Convention on Agreements for the International Sale of Goods dated April 11, 1980 (Vienna) as amended from time to time, shall not apply.

12.2 Any disputes arising in connection with the Contract which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the competent court at Paris, France. The submission to the exclusive jurisdiction of such court shall however not limit the right of Seller to institute proceedings in any other court of competent jurisdiction.

13. MISCELLANEOUS

13.1 Buyer may not assign the Contract or assign or encumber any of its rights hereunder without the prior written consent of Seller. Seller shall be entitled to assign, sell or otherwise transfer at its sole discretion to any third party, the Contract, and/or all receivables, claims, related rights and security under or relating to the Contract.

13.2 Any waiver by either party of any breach of any term or condition of the Contract will not be construed as or be deemed to be a waiver of any future breach of such term or condition.

13.3 Buyer shall treat the Contract and any related business information provided by Seller confidential.

13.4 Buyer will not use the trademarks of Seller without Seller's prior explicit written approval.

13.5 If the retention of title and the security stipulated in clause 5 or the limitation or exclusion of liability in clause 10 is not valid or only valid to a limited extent according to the applicable law, the rights of Seller under those clauses shall be valid and enforceable to the maximum extent possible under applicable law.