

TERMS AND CONDITIONS OF SALE ("Contract") with Chevron Phillips Chemical Company LP ("Seller")

Unless otherwise specified on the face hereof, the following terms and conditions shall apply:

1. Goods covered hereunder ("Goods") are delivered, and prices set, EXW shipping point (Incoterms® 2020) when Buyer arranges for the contract of carriage, and CPT shipping point (Incoterms® 2020) when Seller arranges for the contract of carriage. Risk of loss shall pass to Buyer in accordance with the applicable Incoterm and title passes simultaneously. Prices are those contained in Seller's price list in effect as of the date of Goods shipment. Freight is included in the price of Goods only upon express agreement of the parties. Where freight is not included, the amount will be added to the net amount of the invoice or will be charged separately. Buyer agrees to reimburse Seller for all taxes, excises or other charges (including, without limitation, Superfund levies) that Seller may be required to pay to any government (federal, state or local) upon the sale, production or delivery of Goods.
2. All Goods are payable in U.S. currency at the address designated in writing by Seller. Seller's credit terms require payment of each invoice be received by the applicable due date or Seller may charge interest on the unpaid amount [from the original due date until the date Seller actually receives payment] at the lower of the prime rate of interest (as reported in *The Wall Street Journal* on the original due date) plus 4% or the maximum permissible rate allowed by law. In addition, Seller shall be entitled to recover from Buyer all fees, expenses and costs related to collecting any amounts due to Seller, including, without limitation, reasonable attorneys' fees.
3. Buyer agrees that no claim will be made for delays in shipment where Buyer, upon receipt of Goods, accepts them. Seller may charge Buyer detention and/or demurrage fees for Buyer's failure to promptly unload and release transportation equipment furnished or arranged by Seller (i.e., within 7 days for railcars or within allowed laytime for vessels) without disclosure of transportation owner/vendor invoice. On any rejection of Goods by reason of Seller's delay in shipment, Buyer's exclusive remedy is limited to rejection and return of Goods and a refund of purchase price. Buyer will examine Goods promptly upon receipt of each shipment and notify Seller of any off-specification, shortfall in delivery or non-receipt of Goods. Seller will not be responsible for any variation in quality or quantity unless Buyer gives Seller written notice of a claim of such variation within 30 days after receipt of the shipment or, in the case of non-delivery, from the date fixed for delivery. Buyer's failure to give notice of any such claim will constitute an unqualified acceptance of Goods and a waiver by Buyer of all claims with respect thereto. All claims relating to transportation of Goods must be made directly to the carrier. Goods will not be accepted for return without first obtaining the prior written authorization of Seller.
4. If in Seller's sole judgment, reasonable doubt exists as to Buyer's financial responsibility to make payments when due, or if Buyer is past due in payment of any amount owing to Seller, Seller reserves the right, without liability and without prejudice to any other remedies under this Contract or by operation of law or equity, to (i) suspend performance, decline to ship or stop any Goods shipment in transit, until Seller receives payment of all amounts owing to Seller, whether or not due, and (ii) require Buyer to make payment on a cash in advance basis or provide a satisfactory bank letter of credit securing payment until Seller, in its sole judgment, determines that the financial responsibility of Buyer has returned to a level where Seller no longer has reasonable doubt that Buyer will not be able to make payments coming due hereunder.
5. Seller warrants that, at the time of delivery of Goods to Buyer, Goods will either (i) be representative of Seller's commercial grade of Goods in all material respects, or (ii) if provided by Seller, will meet Seller's specifications in all material respects; or (iii) if pipe, for a period of one year from the time of delivery, will meet Seller's specification in all material respects. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ALLEGEDLY ARISING FROM ANY USAGE OR FROM ANY COURSE OF DEALING.
6. Buyer will indemnify, defend and hold harmless Seller, its parents, affiliates and subsidiaries and their respective officers, directors, employees and agents ("Seller Indemnitees") from and against any and all third party claims, liability or expense, including, without limitation, all court costs and attorneys' fees incident thereto, ("Third Party Claims") for (i) personal injury or death of any person (including, without limitation, Buyer's employees); or (ii) damage to real or personal property that arises out of, are connected with, or relate in any way to Goods (including, without limitation, receipt, possession, use, handling, storage, processing, disposal, resale and/or retransfer of Goods) after delivery of Goods to Buyer. Such indemnification and obligation to defend shall apply without regard to the cause or causes thereof, including, without limitation, strict liability or the negligence (whether concurrent, active or passive) of a Seller Indemnitee, provided that Buyer shall have no such obligations in the event the Third Party Claim results from the sole negligence or willful misconduct of a Seller Indemnitee. SELLER'S TOTAL LIABILITY ARISING FROM THIS CONTRACT FOR ANY CLAIMS OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE OF THE PORTION OF GOODS RELATED TO THE CLAIM. THIS CONSTITUTES SELLER'S MAXIMUM LIABILITY, EVEN IF GOODS HAVE BEEN MIXED WITH OTHER MATERIALS OR USED IN SPECIALIZED EQUIPMENT OR APPLICATION. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, CONTINGENT, EXEMPLARY OR PUNITIVE DAMAGES.
7. Neither party will be in breach of its obligations hereunder to the extent that performance is prevented or delayed as a result of any act or event beyond the reasonable control of the party concerned (each a "contingency"), the effects of which cannot be overcome or prevented by the exercise of reasonable diligence. Notwithstanding anything contained in this Agreement to the contrary, the following events, without limitation, shall be deemed a contingency: (i) labor disturbance and strikes, whether or not involving the employees of the party concerned or otherwise, and whether or not the disturbance could be settled by acceding to the demands of a labor group; (ii) compliance with a request or order of a person acting or purporting to act on behalf of any government or governmental department or agency (including but not limited to EPA and OSHA); (iii) damage to, accidents affecting, or maintenance to plants, machinery, or equipment; (iv) acts of God such as hurricane, flood, lightning, extreme temperature events, or other acts of nature; (v) terrorist or cyber-attack, (vi) epidemics or pandemics, and (vii) war. The following events, without limitation, shall also constitute a contingency: shortage in raw material, transportation, storage, power, manufacturing capacity, etc., or Goods itself, in each case from a party's then-contemplated source of supply, to the extent such event is beyond the reasonable control of the party concerned and the effects of which cannot be overcome or prevented by the exercise of reasonable diligence. Whenever Seller's performance is so affected by such a contingency, Seller may reduce deliveries of Goods in a manner that fairly and reasonably apportions the consequences of the contingency among Seller's customers (including affiliates or internal needs). Seller will not be required to acquire via purchase or exchange Goods in question from any parties in order to comply with this section but may do so in its sole discretion; and, in the event Seller elects to acquire Goods or feedstock to manufacture Goods for use internally or by its affiliates, then Seller will not be obligated to apportion or otherwise make available to Buyer such purchased Goods. Whenever Buyer's performance is so affected by such a Contingency, Buyer shall apportion its purchases in a manner that fairly and reasonably apportions the consequences of the Contingency among Buyer's then-current suppliers. For the avoidance of doubt, under no circumstances will Seller be required to source Goods for delivery hereunder except from its customary and contemplated source(s) of supply, and only on terms it deems reasonable, in its sole discretion. Performance will be excused as provided above even though the occurrence of the Contingency in question may have been foreseen or foreseeable at the time of contracting or may subsequently become foreseeable.
8. Notwithstanding anything contained in this Contract to the contrary, whenever (in the sole but reasonable judgment of Seller) (i) Seller's performance is made substantially more expensive by a contingency or (ii) Seller is unable to acquire from its then contemplated source of supply, on terms it deems reasonable, any material necessary for the manufacture of Goods, Seller may (aa) reduce or stop deliveries of Goods and apportion as provided above and/or (bb) continue deliveries and immediately increase prices and/or delivery charges in a manner which fairly apportions the increased costs of operating under such circumstances among all affected customers (including affiliates). If Seller increases the price of Goods under this Section, Buyer need not purchase Goods at the increased price. Seller is not obligated to make up deliveries omitted or curtailed pursuant to this Section. If any law, regulation, or other governmental action requires Seller to reduce any price in effect under this Contract or prevents Seller from increasing any price to the extent it wishes pursuant to its rights under this Contract, Seller may cancel the affected quantities of Goods from this Contract. Nothing in this Section will excuse Buyer from its obligations to make payments when due.
9. This Contract is governed as to all matters whatsoever, whether of validity, interpretation, obligation, or otherwise, exclusively by the laws of the State of Texas without regard to any principles regarding conflicts of law. Any action commenced regarding this Contract or Goods must be brought in the state or federal courts of Montgomery or Harris County, Texas. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
10. Seller's acceptance of Buyer's order is expressly made conditional on Buyer's assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any purchase order, acknowledgment, acceptance or other document of Buyer, and each delivery of Goods is deemed to be only on the terms and conditions contained in this Contract. The terms and conditions contained in this Contract constitute the entire agreement regarding the sale and purchase of Goods and may not be amended or otherwise altered, except by written instrument signed by the parties. In the event the terms in this Contract conflict with any competitive writing, the terms of this Contract govern. Notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgment, acceptance or other form of Buyer, and notwithstanding Seller's manufacture and delivery of Goods, each delivery of Goods is deemed to be only on the terms and conditions contained in this Contract except as they may be amended or otherwise altered in accordance with the preceding sentence. Buyer may not assign this Contract in whole or in part without Seller written consent. Seller may assign this Contract to an affiliate or to a transferee of substantially all of Seller's assets related to this Contract without Buyer consent.
11. Notwithstanding any of the other indemnities or releases contained in this Contract, Buyer will indemnify, defend and hold Seller Indemnitees harmless from and against any and all claims, demands, costs and expenses (including, without limitation, court costs, litigation expenses and attorneys' fees) for infringement of any patent, copyright or trademarks as a result of Buyer's, its subcontractors' or agents' use of any patented Goods or copyrighted processes, compositions, machines or articles of manufacture; provided, that any indemnified party has the right to be represented by its own counsel and to participate in the defense of any action relating to the infringement in which the indemnified party may be a defendant.
12. Buyer acknowledges that it is familiar with proper procedures for the safe handling and use of Goods, and that there may be hazards associated with the use of Goods, and that it will take all steps necessary to warn and/or inform its employees, contractors, agents and customers of the procedures and hazards. BUYER AGREES TO INDEMNIFY SELLER FROM ANY CLAIM OR LIABILITY WHATSOEVER STEMMING FROM, OR RELATED TO, BUYER'S FAILURE TO WARN OR EMPLOY PROPER PROCEDURES, OR OTHERWISE TO COMPLY WITH THIS SECTION.
13. ANY TECHNICAL ADVICE OR ASSISTANCE FURNISHED BY SELLER TO BUYER WITH RESPECT TO THE SELECTION OR USE OF GOODS WILL BE GIVEN AND ACCEPTED AT BUYER'S SOLE RISK, AND SELLER WILL HAVE NO LIABILITY WHATSOEVER FOR THE USE OF, OR RESULTS OBTAINED FROM, SUCH ADVICE OR ASSISTANCE.

14. BUYER SHALL COMPLY WITH ALL FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS APPLICABLE TO ITS PERFORMANCE UNDER THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, ALL U.S. EXPORT CONTROL AND U.S. ECONOMIC SANCTIONS LAWS, AND BUYER WILL NOT EXPORT, RE-EXPORT OR OTHERWISE TRANSFER GOODS, OR ANY TECHNICAL INFORMATION DISCLOSED TO BUYER CONCERNING GOODS, IN VIOLATION OF THESE LAWS. BUYER SHALL INDEMNIFY SELLER AGAINST ANY LIABILITY BY REASON OF buyer's failure to so comply. Buyer may report any actual or suspected violation of this Section by reporting it to Seller's Ethics & Compliance Hotline, on an anonymous basis, by calling 1-800-356-2590; or, for access outside the USA, by accessing the international operator and placing a collect call to 503-619-1804.

15. Should any provision of the Contract be or become illegal or unenforceable, such provision will be considered separate and severable and the remaining provisions will remain in force and be binding upon parties as though such provision had never been included. The failure of Seller to enforce any provision of this Contract shall not be construed to be a waiver of such provision.

16. If Buyer is located in the European Union ("EU") in a EFTA-EEA or other relevant country or Goods are placed in the EU market, then Buyer acknowledges Goods must comply with relevant EU law, including Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") and Regulation (EC) No 1272/2008 concerning the classification, labelling and packaging of substances and mixtures ("CLP"). Buyer shall take all action necessary to ensure Goods imported into the EU Community and/or placed on the EU Community market comply with relevant EU/national law and, as necessary, shall register and provide notice for Goods pursuant to Articles 5, 17, 18 and 23 REACH and Article 40 CLP.