

## GENERAL CONDITIONS OF SALE

### Article 1 – GENERAL

These conditions of sale apply to all orders. Special conditions guaranteed by intermediaries, representatives or agents of our company shall only be binding on Indorama Ventures Mobility Longlaville if they have been duly accepted or confirmed in writing by us. Except in the case of special written agreements, all orders automatically imply the customer's acceptance of our general conditions of sale, notwithstanding any stipulation in its own purchasing conditions.

### Article 2 – TERMS OF PAYMENT – INTEREST OF LATE PAYMENT

Our invoices are payable at our offices. They set out the conditions and date of payment. Any amount not paid by the due date will lead, as of right and without further notice, to the whole of the customer's outstanding debt becoming due immediately and the payment of interest at a rate equal to the rate applied by the Europe Central Bank to its most recent financing operation, plus five percentage points. This interest will be calculated on a prorata temporis basis on each of the amounts unpaid on the due date and will cover the period from the date when the payment was due until that of the effective payment.

These penalties will be payable at Indorama Ventures Mobility Longlaville's simple request. Furthermore, in the event of a default on payment, the sale will be cancelled as of right if such action is deemed appropriate by Indorama Ventures Mobility Longlaville, which may then seek an interim judgment ordering the return of the products for which payment has not been made, Indorama Ventures Mobility Longlaville also reserves the right to suspend the execution of or cancel any outstanding orders, without prejudice to any other action. In the case of payment by commercial bill, failure to return the bill shall be considered as a refusal of acceptance equivalent to a default on payment. The purchaser shall reimburse any expenses incurred due to the recovery through legal channels of the amounts due, including the fees of legal officers. Indorama Ventures Mobility Longlaville does not grant any discounts for cash payment or payment in advance of the date specified in the invoices. Any deterioration in the purchaser's credit rating may justify the requirement of guarantees or cash payment or payment by draft payable at sight, prior to the execution of the orders received.

### Article 3 – RETENTION OF TITLE – TRANSFER OF RISKS

The goods shall remain Indorama Ventures Mobility Longlaville property until the agreed price and incidental expenses have been paid in full. Simply handing over a draft or any other title creating an obligation to pay does not constitute payment. The safekeeping of the goods is transferred to the purchaser as soon as they have left the Indorama Ventures Mobility Longlaville premises and the purchaser shall assume the risks relating to the goods from that moment on, even in the event of free agreed sale and irrespective of the terms of transport costs.

The purchaser is authorized, within the framework of this normal activity and subject to revocation, to sell on the goods in accordance with their use, in case of payment default this right shall automatically cease. The purchaser shall take all necessary steps to identify and recognize Indorama Ventures Mobility Longlaville ownership of the goods. The purchaser accepts the risk of loss, damage, and liability for damage which may be caused to the goods as soon as they are delivered. Indorama Ventures Mobility Longlaville reserves the right to check the applications of the above-mentioned provisions throughout the entire period which during it retains ownership of the goods.

The purchaser undertakes to refrain from granting any rights, guarantees or sureties whatsoever on goods subject to the reservation of ownership; it must inform the vendor immediately of their seizure, requisition or confiscation for the benefit of a third party and take all measures to make the vendor's ownership known. If all or some goods are stored on premises not belonging to the purchaser, it must advise the owner of the premises Indorama Ventures Mobility Longlaville's owner ship right. The purchaser shall bear all the consequences of failing to provide this information within a reasonable time.

In the event of failure to pay the price by the due date, in part or in whole, the vendor may demand, lawfully and without any formality, the return of the goods, at the purchaser's risk and expense. Any additional time to pay granted to the purchaser shall be subject to the same ownership reservation clause which the purchaser undertakes in advance to respect.

Goods still in the purchaser's possession shall be presumed to be those which have not been paid for and Indorama Ventures Mobility Longlaville may receive them as compensation for unpaid invoices

### Article 4 – DELIVERY

#### 4.1 Terms

Delivery is made either by the direct handing over of the product to the purchaser, or by simple placing at disposal or by the handing over to a shipper or a carrier in Indorama Ventures Mobility Longlaville's warehouses.

#### 4.2 Delivery times

Delivery times are indicated as precisely as possible, but are subject to Indorama Ventures Mobility Longlaville's possibilities regarding supplies and transport.

Late delivery may not give rise to the payment of damages, nor to any deduction from or cancellation of outstanding orders.

However, if two months after the delivery date indicated, the product has not been delivered, for any reason other than a case of force majeure, the sale may then be cancelled at the request of either of the parties; the purchaser may obtain the reimbursement of his deposit to the exclusion of any other compensation or damages.

Indorama Ventures Mobility Longlaville will keep the purchaser informed of any occurrence of a case of force majeure such as war, riot, fire, strike, accident or the impossibility of

Indorama Ventures Mobility Longlaville itself obtaining deliveries.

#### 4.3 Returns and claims

Complaints over deliveries of goods which do not correspond to the order or which have apparent defects must be sent to us in writing within a maximum period of 8 days after their receipt in this case. Indorama Ventures Mobility Longlaville shall, if it wishes, either replace the goods, provide additional supplies or issue a credit, depending on the type of complaint and if it is justified.

Subject to Indorama Ventures Mobility Longlaville's prior acceptance, goods not corresponding to the order or which have apparent defects must be returned carriage-free to our plant, properly packaged and in perfect condition. In any event seller's liability for damaged will not exceed the purchase price of the particular shipment with respect to which such damages are claimed.

Seller shall not be liable to buyer or others for damage to persons or property resulting from the use of said material in buyer's manufacturing processes, or in combination with respect to use in combination with other materials or in the operation of any process.

### Article 5 – TERMINATION – FORCE MAJEURE – MODIFICATION

Indorama Ventures Mobility Longlaville reserves the right to terminate the sale contract in the event of a serious and/or repeated infringement of a fundamental contractual obligation by the customer, such as a failure to pay after giving notice of 15 days to comply by registered letter unless the customer rectifies the infringement concerned within this period.

Should the customer cease operating, go bankrupted, become insolvent or be subject to official receivership or liquidation proceedings, Indorama Ventures Mobility Longlaville reserves the right to terminate the sale contract to preserve its activity, provided this is permitted by law. Should exceptional events, unforeseeable when the sale contract was concluded, occur which are liable to profoundly affect the economy, the parties agree to seek a fair solution which is most appropriate for the preservation of their respective interest and the continuation of their contractual relations.

Failure of Indorama Ventures Mobility Longlaville to make one or more deliveries hereunder (or portions thereof) when due, if occasioned by (i) act of God or the public enemy, fire, explosion, perils of sea, flood, drought, war, riots, sabotage, accident, embargo, government priority, requisitioning or allocation or other action of any government authority, or (ii) any circumstances of like or different character beyond the reasonable control of Indorama Ventures Mobility Longlaville, or (iii) interruption of or delay in transportation, shortage or failure of supply of materials or equipment, labor trouble, partial or complete suspension of Indorama Ventures Mobility Longlaville plant operations, or (iv) compliance with an order or request of government or any officer, department, agency, or committee thereof, shall not subject Indorama Ventures Mobility Longlaville to any liability to customer, and at the option of Indorama Ventures Mobility Longlaville, the total quantity to be delivered hereunder shall be reduced by the quantity of the delivery or deliveries (or portions thereof) so omitted. The provisions of this paragraph shall be effective even through the circumstance or contingency invoked by Indorama Ventures Mobility Longlaville or customer shall have been operative on the date hereof.

Indorama Ventures Mobility Longlaville reserves the right to terminate the sale contract after an advance notice period of 30 days in the case of a fundamental change in the customer's legal or financial structure which is liable to harm Indorama Ventures Mobility Longlaville interest, e.g. partial transfer of assets, merger, sale, or acquisition, of a major part of the share capital by a new shareholder. If the sale contract is concluded with the customer on an "intuitu personae" basis, Indorama Ventures Mobility Longlaville reserves the right to terminate it in the case of the customer's death or if he is replaced by a person who has not been approved.

### Article 6 – JURISDICTION – APPLICABLE LAW

In the case of a dispute over the interpretation, execution or termination of the sale contract, the Commercial Court of Metz shall by mutual agreement have sole competence irrespective of the place of delivery of the goods and the payment conditions. This provision shall also apply in the case of guarantee call or a case involving more than one defendant. The law of France shall be applicable to all disputes of any nature.

## Indorama Ventures Mobility Longlaville SAS

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