

ONSITE / OFFSITE PURCHASE ORDER TERMS AND CONDITIONS

- I. **Parties.** The purchaser of Materials and/or Services will be referred to as “Buyer” and the supplier of Materials and/or Services under the “Purchase Order” will be referred to as “Seller.” Seller and Buyer shall individually be referred to as a “Party” and collectively as the “Parties.”
- II. **General Terms and Conditions.** These General Terms and Conditions shall apply to Seller’s provision of goods, materials, CCA Product (as defined in Section V.), or equipment (collectively, “Materials”), or performance of services (“Services”), or both.
- A. **Acceptance & Entire Agreement.** The Purchase Order issued by Buyer for the purchase of Materials or performance of Services from Seller and these General Terms and Conditions, which are incorporated into and made a part of such Purchase Order, are collectively referred to as the “Contract.” No confirming orders, or other documentation, written or oral, by Seller modifies, alters, or changes the express written terms of this Contract and Buyer hereby expressly rejects any terms and conditions contained in any order acknowledgement or proposal provided by Seller. If any additional or different terms are proposed by Seller while accepting this Contract, including strikeouts of language, such additional or different terms will be considered as a proposal by Seller for a modification of this Contract and will be effective only if expressly accepted in writing by Buyer. The return of an acceptance copy signed by Seller, shipping of any Materials, or performance of Services constitutes acceptance by Seller of this Contract.
- B. **Change Orders, Invoicing, and Payment.** (a) In no event shall Seller commit or incur total expenditures in excess of the amount specified in the Purchase Order unless prior written authorization is received from Buyer. (b) If it appears that the cost of Services or Materials will exceed the purchase price or budget estimate set forth or referenced in the Purchase Order, then Seller shall (i) promptly notify Buyer, and (ii) await authorization via a change order to this Contract. The Parties agree that if Seller performs additional or changed Services or Materials without first obtaining a change order, Seller shall not be entitled to reimbursement from Buyer for such additional or changed Services or Materials. (c) Seller shall submit all invoices in accordance with Buyer’s invoicing instructions, which can be located at *Suppliers > North America > Standard Invoicing Requirements* on Buyer’s internet site (www.LYB.com). Buyer is not responsible for any costs or delay caused by Seller’s failure to comply with such invoicing instructions. Buyer shall pay all undisputed invoice amounts within the time frame set forth in the Purchase Order, and all payments shall be sent to Seller via electronic funds transfer (“EFT”). (d) Should Buyer dispute the accuracy or amount of any invoice, Buyer may withhold payment of the disputed amount of the invoice without penalty or interest, and will promptly notify Seller specifying the reasons therefore. In the event of such dispute, an audit may be conducted by Buyer in order to arrive at the amount mutually determined and agreed to by both Parties. Seller shall continue to provide Materials or perform Services and any other obligations under this Contract pending resolution of any dispute. (e) Seller hereby authorizes Buyer to deduct from any amount payable to Seller all amounts which may be payable by Seller to Buyer under this Contract, and also all amounts for which Buyer may become liable to third parties by reason of Seller’s acts or omissions in performing, or failing to perform, Seller’s obligations under this Contract. (f) Final invoices must be submitted by Seller to Buyer within three-hundred-sixty-five (365) calendar days after delivery of Materials or performance of Services. Buyer shall have no obligation to reimburse Seller for Materials or Services for which invoices are submitted for payment after such three-hundred-sixty-five (365) calendar day period.
- C. **Subcontractors.** “Subcontractor(s)” shall mean all material-men, suppliers, and subcontractors of any tier who performs, or Seller has engaged to perform, a portion of the Services or supply of Materials under this Contract. Seller agrees that Seller will be fully responsible to Buyer for the errors, acts, and omissions of Seller’s employees and Seller’s Subcontractors (and their employees) assisting Seller in performing Services or providing Materials, as if such errors, acts, and omissions were committed by Seller. If a Subcontractor is used by Seller, Seller agrees to pay such Subcontractors and provide Buyer with a completed Waiver of Lien from the Subcontractor, indicating that the Subcontractor has been paid by Seller. The Waiver of Lien form can be located at *Suppliers > North America > Waiver of Lien* on Buyer’s internet site (www.LYB.com).
- D. **Compliance & Permits.** (a) Seller represents and warrants that all Materials which Seller will deliver, and Services which Seller will perform, under this Contract, will be accomplished in compliance with all applicable standards, codes, specifications, and federal, state, and local laws, rules and regulations, including but not limited to the UK Modern Slavery Act. (b) Seller agrees to obtain and maintain all required federal, state, and local permits and licenses required for performance of Services or delivery of Materials at Seller’s sole cost and expense. **CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER INDEMNITEE FROM ANY PENALTY ASSERTED AGAINST OWNER, LIABILITY, OR CLAIM TO THE EXTENT RESULTING DIRECTLY OR INDIRECTLY FROM NONCOMPLIANCE BY CONTRACTOR, OR ANY OF ITS SUBCONTRACTORS, WITH ANY LAW, ORDINANCE, RULE OR REGULATION.**
- E. **Time of Delivery of Performance.** (a) Time is of the essence. (b) Buyer reserves the right to cancel this Contract, or any part of it, and reject delivery of Materials or performance of Services if (1) Seller has not delivered the Materials, or started, or completed performance of Services by the time specified in the Purchase Order (or within a reasonable time if not otherwise specified), or (2) Seller’s delivery of Materials or performance of Services is not in accordance with the Contract specifications. Seller shall be liable to Buyer for all loss or damage sustained by Buyer as a result of Seller’s delay or failure, with the exception of delays caused by Buyer or delays beyond Seller’s reasonable control.
- F. **Indemnification.** Seller shall protect, defend, indemnify and hold harmless Buyer, its parent, partners, subsidiaries, division affiliates, insurers, successors and assigns and each of their past, present or future respective directors, officers, agents and employees (“Buyer Indemnitee”) from and against any costs (including reasonable attorneys’ fees and expert witness fees), losses, liabilities, claims, demands, damages, or causes of action (hereinafter “Claim(s)”) of third parties (with the exception of Claims for bodily injury to, or sickness, disease or death of the employees of Seller Group, which shall be in accordance with Section III(I)), of every kind and character, arising out of, resulting from, or related, directly or indirectly, to the performance or nonperformance of Seller, Seller’s employees, affiliates, representatives, and Subcontractors of any tier (“Seller Group”), except to the proportionate extent such Claim is caused by the gross negligence or willful misconduct of Buyer. This indemnity is separate from Seller’s insurance, and Seller will be responsible even if Seller’s insurance carrier denies coverage.
- G. **Insurance.** (a) Seller will maintain, in effect, the following types and amounts of insurance with insurance companies satisfactory to Buyer: (1) Workers’ Compensation with Employers’ Liability with limits of \$1,000,000 for each accident; (2) Commercial General Liability insurance, including contractual liability insuring the indemnity agreement set forth in this Contract and products-completed operations coverage with limits of \$1,000,000 for property damage, bodily injury, sickness or death, in any one occurrence, (3) Automobile Liability insurance with limits of \$1,000,000 applicable to property damage, bodily injury, sickness or death in any one occurrence, including endorsements for Broadened Pollution

and MCS90 where applicable; and (4) Excess Umbrella Liability Insurance in the amount of \$5,000,000 covering the risks and in excess of the limits set forth in (1), (2), and (3) above; (5) Contractors Pollution Liability Insurance with limits of \$5,000,000 per occurrence to cover pollution losses arising out of Contractor's operations and completed operations associated with the work performed under this Contract; and (6) Professional Liability Insurance with limits of at least \$1,000,000 if performing any testing Services and will cover effects of errors in the performance of professional duties, including claims arising from pollution associated with the work performed under this Contract. (b) Prior to commencing Services, Seller shall furnish certificates of insurance to Buyer evidencing the insurance required herein. Seller shall provide Buyer with thirty (30) days' notice of cancellation of, or material change in, insurance coverage or endorsements. Each certificate shall identify the amount of self-insured retention or deductible for each of the required coverage if the amount of the retention or deductible exceeds ten percent (10%) of the required limit or \$100,000, whichever is less. In the event of a loss related to the Materials or Services provided under this Contract, if Buyer intends to file a claim as an additional insured under Seller's insurance policy, Seller shall provide true copies of the actual policies within thirty (30) calendar days of notification of the loss. (c) All certificates must contain reference to the following endorsements: All policies shall be endorsed to provide that underwriter's and insurance companies of Seller shall not have any right of subrogation against Buyer, its members, subsidiaries, and affiliated companies or against their respective agents, employees, officers, invitees, servants, contractors, subcontractors, underwriters, and insurance companies. This requirement is not applicable for Workers' Compensation in monopolistic state fund states. Buyer, its members, partners, subsidiaries, and affiliated companies and their respective employees, officers, and agents shall be named as an additional insured in each of Seller's policies except Workers' Compensation; however, such extension of coverage shall be limited to this Contract and shall not apply with respect to any obligations, if any, for which Buyer has specifically agreed to indemnify Seller. Additional insured coverage on Commercial General Liability Insurance shall be via the current editions of the ISO CG 20 37 and either the ISO CG 20 38 or ISO CG 20 26. (d) In the event that Seller provides Services for Buyer, Seller acknowledges and agrees that the premiums for Worker's Compensation Insurance relating to the performance of the Services by its employees under this Contract have been included in the rates and fees paid by Buyer to Seller for performance of the Services under this Contract, and that a portion of the rates and fees paid by Buyer to Seller for performance of the Services under this Contract is reimbursement to Seller for Seller's Worker's Compensation premiums related to the Services performed by Seller's employees and the employees of its Subcontractors and agency personnel under this Contract. If the insurance provided by Seller or any of its Subcontractors excludes or limits coverage for named insureds because an Owner Controlled Insurance Program ("OCIP") has been provided for the project for which Seller is performing Services under this Contract; such limitation or exclusion shall only apply to the extent of valid and collectible insurance available from the OCIP. No such exclusion or limitation may apply to Buyer or any other additional insured.

- H. Patents, Trade Secrets, Copyrights. (a) Title to all plans and specifications, drawings and technical data, including, but not limited to, drawings, flow diagrams, layout details and specifications, computer programs and their contents which (i) have been furnished from Buyer or its affiliates to Seller, or (ii) developed or provided by Seller or its Subcontractors for Buyer pursuant to this Contract, shall belong to and become the property of Buyer. All intellectual property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how, conceived or developed by Seller in connection with the Contract are the sole property of Buyer. (b) No right, title or interest in Seller Intellectual Property will be transferred to Buyer under this Contract; provided, however, that Seller hereby grants Buyer an irrevocable, royalty free, nonexclusive license to use any and all Seller Intellectual Property for the design, installation, erection or use (including operation, maintenance, repair, reconstruction and modification) of Services and/or Materials provided pursuant to this Contract. As used herein, "Seller Intellectual Property" shall mean any Seller information, in any form, that includes trade secrets, copyrights, inventions, patents, discoveries, know-how, samples, techniques, specifications, drawings, designs, design concepts, manuals, processes and testing methodology, which existed prior to or is created independent of the performance of the Contract. Seller Intellectual Property shall not include any Buyer data or Buyer Confidential Information. (c) Seller agrees to indemnify, defend, and hold harmless Buyer Indemnitee from any suit, claim, or demand alleging infringement of any patent or copyright, or misappropriation of any confidential information or trade secrets in the United States, in the country of source, and in the country of destination, based upon the performance of Services or the sale or use of Materials supplied under this Contract.
- I. Confidential Information. "Buyer Confidential Information" means any technical, business and other kind of information (including, without limitation, know-how, data, formulae, technical expertise, and equipment) disclosed on behalf of Buyer to Seller Group, or observed by Seller Group, whether before or after issuance of this Purchase Order, in furtherance of the provision of Materials or Services under this Contract. Seller Group shall (1) not disclose or make such available to any third party, (2) not use Buyer Confidential Information, except for provision of Materials or Services, and (3) limit access to Buyer Confidential Information to its or its Subcontractors employees, directors, and officers requiring that access in furtherance of the provision of Materials or Services, provided those persons are aware of Seller's obligations and are bound by obligations no less restrictive than Seller's obligations under this Contract. The obligations of confidentiality and limited use will not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Buyer; (ii) was known to Seller without restriction on use or disclosure prior to its disclosure by Buyer; (iii) was independently developed by Seller without breach of any obligation owed to Buyer; or (iv) is legally acquired, without obligations of confidentiality or restrictions of use, from a third party who is under no legal duty to Buyer to keep the information confidential. Seller may comply with a court order compelling production of Buyer Confidential Information, but Seller must give Buyer reasonable prior notice and use reasonable efforts to obtain protection for any Buyer Confidential Information disclosed. Notwithstanding restrictive legends to the contrary, no confidentiality obligations will be imposed on Buyer by acceptance of Materials or Services supplied by Seller.
- J. Taxes: (a) Seller shall be responsible for any and all Taxes, duties, levies or charges imposed on Seller by any governmental authorities for all Services or Materials provided under this Contract. Buyer shall be responsible and pay for any and all Taxes, duties, levies and charges imposed on Buyer by any governmental authorities for all Services or Material purchases made under this Contract. As used in this Contract, the term "Tax" or "Taxes" shall mean any and all income, profits, payroll, employment, gross receipts, severance, property, transportation, sales, use, excise, franchise, value-added, withholding, wealth, welfare, disability, stamp, occupation, or other similar taxes imposed by any governmental entity (whether national, local, municipal or otherwise) or tax authorities (whether national, local, municipal or otherwise), together with any interest, penalties, or additions with respect thereto; (b) Notwithstanding the provisions in subparagraph (a) above, in the event that Buyer has a sales tax exemption certificate or direct pay exemption certificate which can be located at *Suppliers > North America > Tax Certificates* on Buyer's internet site (www.LYB.com), Seller shall not include any sales, use, transfer, or similar taxes imposed by any taxing authorities in the United States on any of its invoices to Buyer. With respect to the taxing jurisdictions where Buyer does not claim exemption from tax, Seller shall include any applicable sales, use, transfer, or similar taxes in all of its invoices to Buyer as a separate charge on each invoice.

- K. Independent Contractor. Seller is an independent contractor in all respects with regard to the performance of Services or provision of Materials. Seller, Seller's employees or Subcontractors performing Services or providing Materials will not be considered for any purpose to be Buyer's employees, agents, or representatives. Buyer is interested in the results of Services or provision of Materials and will not direct or control the manner or method in which Seller performs Services or provides Materials.
- L. Governing Law & Dispute Resolution. This Contract is executed in the State of Texas and any disputes arising out of or relating to this Contract will be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of laws rules, except as preempted or controlled by the laws of the United States of America. Seller and Buyer agree that any litigation involving this Contract will be brought exclusively in federal or state courts located in Harris County, Texas. EACH PARTY HEREBY CONSENTS TO PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND THE LAWS OF THE STATE OF TEXAS, ANY CLAIM OR OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE, THAT VENUE OR PERSONAL JURISDICTION IS NOT PROPER WITH RESPECT TO ANY SUCH DISPUTE.
- M. Audit. Seller agrees to maintain all of Seller's records relating to the quantity, quality, price, cost of, per-diem, entertainment, and payment for Materials sold or Services performed under this Contract and allow Buyer to inspect, copy, and audit those records during normal business hours for a period of up to seven (7) years following Seller's delivery of Materials, or performance of Services. Notwithstanding the foregoing, the internal composition of any lump sum or fixed-price amount is not subject to audit. Buyer may request books, records, and accounts in electronic format from Seller to facilitate effective auditing.
- N. Conflict of Interest. Seller agrees that neither Seller nor any of Seller's employees, Subcontractors and their employees, directors, or agents will give to or receive from Buyer, or its employees, affiliates, or agents, any gifts, entertainment, travel, or meals of significant value, or any commission, fee or rebate in connection with this Contract. In addition, neither Seller nor any of Seller's directors or employees will enter into any business arrangement with any of Buyer's or its affiliate's employees or agents who are not acting as Buyer's representative, without giving Buyer prior written notification.
- O. C-TPAT Compliance. Buyer is a certified member of the Customs-Trade Partnership Against Terrorism ("C-TPAT"), which is a program sponsored by U.S. Customs and Border Protection. If Buyer is the purchaser under this Contract, Seller agrees to participate in such program or to adhere to C-TPAT equivalent standards. Seller agrees to take no action that will jeopardize Buyer's C-TPAT status.
- P. Assignments or Subcontracts. Seller will not assign or subcontract this Contract, in whole or in part, without Buyer's prior written consent.
- Q. Anti-Corruption. Seller or Buyer shall not pay or give, offer or promise to pay or give, authorize the payment or giving of any money, fee, commission, remuneration or other thing of value to or for the benefit of any Government Official in order to influence an act or decision of the Government Official in his, her or its official capacity, cause the Government Official to act or fail to act in violation of his or her lawful duty, or cause the Government Official to influence an act or decision of a governmental authority, for the purpose of assisting either Party in obtaining or retaining business or for the purpose of securing an improper advantage, or in violation of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption laws, applicable to either Party their directors, officers, employees, consultants or agents. In the event of a violation of this Article, either Party will have the right to terminate this Contract immediately upon written notice without prejudice to other remedies which either Party may have under the Contract or applicable law. "Government Official" means an official of government, an official of a government instrumentality, an official of a public international organization, a candidate for political office, an official of a political party, or an employee of an organization, which is owned in whole or in part or controlled by a government, government instrumentality, or public international organization. Additionally, in the event that Seller engages a global courier to transport Materials to Buyer, Seller is obligated to select a courier that will comply with all applicable anti-corruption laws. Seller will defend, indemnify, and hold harmless Buyer Indemnitee in the event that a shipment of Materials purchased by Buyer is associated with activities of Seller's courier that are in violation of applicable anti-corruption laws.
- R. Termination. (a) This Contract, or any portion thereof, is subject to cancellation by either Party upon thirty (30) calendar days written notice in the event the other Party fails to comply with its material obligations under this Contract. (b) Buyer shall have the right to terminate this Contract, or any portion of thereof, for any reason and at any time, during the term of this Contract by giving prior written notice to Seller. Upon exercising such right to terminate, Buyer's sole liability to Seller shall be to compensate Seller for the reasonable value of Services performed or Materials actually delivered as of the date of termination.
- S. Publicity. Except as required by law, Seller agrees that it will not issue or release for publication any press release, article, advertising or other publication or publicity matter in any form (including print, electronic, or interview) relating to Buyer, the Materials or Services being provided to Buyer, or this Contract, without first obtaining the written consent of Buyer. Seller shall not use logos, or any trademarks or tradenames of Buyer or Buyer's affiliates in any marketing materials, presentations, proposals, or any other printed or electronic materials without the prior written consent of Buyer.
- T. Force Majeure. Neither Party shall be considered to be in default or in breach of its obligations under this Contract to the extent that performance of such obligations is prevented by an occurrence beyond the reasonable control, and without the fault or negligence of the Party affected and for which the affected Party is unable to prevent or provide against by the exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, changes in applicable law, war, rebellion, sabotage or riots, earthquakes, floods, hurricanes, storms, fires, explosions, or other catastrophes ("Force Majeure Event") arising after the date of this Contract. Strikes of either Party's direct employees shall not be considered a Force Majeure Event.
- U. Entirety of Agreement; Modification and Waiver. This Contract, and any exhibits and attachments thereto, constitute the entire understanding of the Parties relating to the subject matter of this Contract. Waiver of performance of any obligations by either Party, or default by the other hereunder, will not operate as a waiver of (i) performance of any other obligation, (ii) the same obligation, or (iii) any future default.

- V. Electronic Copy. The Parties specifically agree that an electronically-maintained, original, signed copy of this Contract and any amendments thereto (“Electronic Copy”) may be utilized for any and all purposes that an original, signed hard copy of this Contract could be utilized, including but not limited to, evidentiary purposes in an administrative, legal or equitable proceeding. To that end, both Parties waive any and all objections that they have or may have to the introduction and use of an Electronic Copy of this Contract in any administrative, legal or equitable proceeding under any rules of evidence, including but not limited to, the so-called “Best Evidence Rule.”
- W. Privacy. (i) In the event Seller receives or has access to information relating to identified or identifiable individuals (“Personal Data”), including but not limited to, Buyer’s employees, temporary workers, contractors, consultants, customers or suppliers, Seller shall keep Personal Data confidential and use it (a) only within the limits authorized by Buyer and for the purpose of Seller’s performance of Services or provision of Materials, and (b) in accordance with all applicable laws, and where applicable, Buyer’s Standard Personal Data Processing Terms, which will be provided upon request. (ii) In the event Buyer receives or has access to Personal Data from Seller, such Personal Data will be processed in accordance with Buyer’s Privacy Statement, which can be found by clicking the *Privacy Statement* link on Buyer’s internet site (www.LYB.com).
- X. Survival. The provisions of Article II.B. (Change Orders, Invoicing, and Payment); Article II.D. (Compliance & Permits); Article II.F. (Indemnification); Article II.G. (Insurance); Article II.H. (Patents, Trade Secrets, Copyrights); Article II.I. (Confidential Information); Article II.J. (Taxes); Article II.L. (Governing Law & Dispute Resolution); Article II.M. (Audit); Article II.Q. (Anti-Corruption); Article II.S. (Publicity); Article II.W. (Privacy); Article II.V. (Electronic Copy); Article III. (Services Terms and Conditions (on-site or off-site)); Article IV.B. (Materials Warranty); Article V.A. (Conflict Mineral Policy); Article V.C. (CCA Product Warranty); Article V.E. (CCA Product Infringement Warranty and Indemnity); and Article VI. (Engineering Terms and Conditions), shall survive the expiration or termination of this Contract; provided however, that the foregoing enumeration shall not be interpreted to bar survival of any other provision hereof which would otherwise be deemed to survive by operation of law
- III. Services Terms and Conditions (on-site or off-site)**. The following terms and conditions shall, in addition to the foregoing General Terms and Conditions in Section II above, apply to any and all Services (including the delivery of Materials), whether on or off-site (unless specifically stated otherwise herein), performed for Buyer by Seller or Seller’s Subcontractors.
- A. Waiver of Mechanic's Liens. To the extent Seller has received payment from Buyer, Seller agrees that it will not file, and agrees to waive any right it may have to file, a mechanic's or material-men's lien against Buyer or any of Buyer’s facilities for any Services or Materials which Seller has furnished as part of the performance of its obligations under this Contract. In the event any such lien is filed by Seller, or one of Seller’s Subcontractors who has furnished Services or Materials, Seller will, at Seller’s sole cost and expense, take steps to promptly remove the lien by bond or otherwise. Seller further agrees to defend, indemnify and hold harmless Buyer Indemnitee for any loss or damage which Buyer may suffer or incur as a result of Seller’s failure to comply with this provision.
- B. Services Provided in Buyer's Facilities. When performing Services or providing Materials at Buyer’s facility, Seller agrees to comply, and shall ensure Seller’s Subcontractors comply, with the most current version of Buyer’s Rules for Contractors (the “Rules”), which can be located at *Suppliers > North America > Rules for Contractors* on Buyer’s internet site (www.LYB.com). Seller shall confirm that it has accessed, reviewed, and understands the Rules by signing and returning the Contractor Acceptance Form page at the end of the Rules and sending it back to Buyer’s purchasing representative either prior to or not later than ten (10) calendar days after execution of this Contract. In the event Seller is unable to access the Rules on the website within ten (10) calendar days following execution of this Contract, Seller shall notify Buyer’s purchasing representative and Buyer will promptly provide Seller with a hard copy of the Rules. In the event Seller fails to notify Buyer of its inability to access the Rules within ten (10) calendar days following execution of this Contract, Seller shall be deemed to have received, reviewed and understood the Rules.
- C. Safety: If Services to be performed, or Materials being provided, require that Seller or Seller’s Subcontractors enter Buyer’s facility, Seller agrees that Seller or Seller’s Subcontractors will perform Services or provide Materials in a safe and prudent manner in accordance with Buyer’s site-specific plant requirements. Seller agrees to comply, and shall ensure Seller’s Subcontractors agree to comply, with such plant requirements while performing Services or delivering Materials at Buyer’s facilities. Seller will be solely responsible for notifying and training Seller’s employees, Subcontractors, and agents with respect to Buyer’s plant requirements, the Rules, and all applicable laws and regulations. Seller will cause Seller’s employees, agents and Subcontractors (and their employees) to wear all personal protective equipment required by applicable law, Buyer’s area work permits, site specific plant requirements, or the Rules. If Buyer notifies Seller that Seller or Seller’s Subcontractors are not in compliance with the terms of this provision, Seller will immediately make all reasonable efforts to correct the non-complying condition. If Seller fails to do so, Buyer has the right to require Seller or Seller’s Subcontractors to stop performance of all or any part of Services or delivery of Materials. Seller will not be entitled to an extension of time to complete the performance of Services, or delivery of Materials, or to any compensation for additional costs incurred, damages suffered, or for any time lost during the suspension.
- D. Security. In the interest of homeland security and to help ensure the safety and security of all persons working at Buyer’s facility, the Parties agree that Seller and/or Seller’s Subcontractors shall perform background checks of each of its employees who are to perform Services or deliver Materials at Buyer’s facility to ensure they meet the criteria set forth in the Background Check Instructions provided in the Rules.
- E. Hazardous Materials. If Services to be performed, or Materials to be delivered, requires that Seller or Seller’s Subcontractors enter Buyer’s facilities, Seller acknowledges that Seller understands the performance of Services, or delivery of Materials, may involve or may expose persons performing such Services, or delivering such Materials, to materials, substances, pollutants, or contaminants which could be hazardous to human health and/or the environment (“Hazardous Materials”). Seller acknowledges that Seller, and Seller’s Subcontractors, has considerable experience working in and around refineries and chemical facilities and that Seller, and Seller’s Subcontractors, is generally aware of the types of materials and substances used or contained in such facilities, including Hazardous Materials, and the risk which they pose to human health or the environment. Buyer has made or will make available to Seller for review, Safety Data Sheets (“SDS”) for those substances and materials which Seller’s personnel may be exposed to while performing Services, or delivering Materials, in Buyer’s facility. Seller agrees that Seller will ensure that Seller’s employees and Seller’s Subcontractors familiarize themselves with the information contained in such SDS.

- F. Inspection & Performance. If Services to be performed, or Materials to be delivered, requires that Seller or Seller's Subcontractors enter Buyer's facilities, Seller acknowledges that Seller, or Seller's Subcontractors, has inspected, or has been given the opportunity to inspect, the premises upon which Seller or Seller's Subcontractors will perform Services, or deliver Materials, in order to become familiar with all applicable site conditions. Seller warrants that Seller, and Seller's Subcontractors shall (1) supply all necessary labor, materials, tools, and equipment; (2) conform to all required governmental and accepted industry standards of engineering, construction, and safety; and (3) comply with Buyer's plant specific requirements and the Rules. Seller agrees that all supervisory and craft personnel will have the skills, licenses, and training necessary for performance of Services, or delivery of Materials, as required by governmental regulation, industry standards, and Buyer's Rules.
- G. Services Warranty. Seller warrants that all Services performed by Seller or Seller's Subcontractors (including the delivery of Materials), will be performed in a good, workmanlike, efficient, and safe manner, in compliance with all applicable laws and in accordance with the latest recognized industry standards as practiced by companies performing similar services. Seller warrants that Services will be free from defects in workmanship and will be performed in accordance with the plans and specifications, which Buyer has furnished to Seller, or which Seller has furnished and Buyer has approved. While Seller or Seller's Subcontractors are performing Services and through the one (1) year period following Seller's or Seller's Subcontractors completion of Services (the "Services Warranty Period"), Seller will repair or replace, at Seller's sole cost and expense, all defects in material, design or workmanship which Buyer notifies Seller about during the Services Warranty Period. If Seller fails to correct such defects within a reasonable time, Buyer will have the right to correct them and Seller agrees to reimburse Buyer for Buyer's out of pocket cost to correct the defects. Seller agrees to pass on all warranties of Seller's vendors to Buyer, but this will not relieve Seller of any warranty Seller has separately given to Buyer.
- H. Completion and Waiver of Liens. Upon completion of Services, or delivery of Materials, and Buyer's final inspection and approval of Services or acceptance of Materials, Seller will submit Seller's invoice for final payment and will attach all required guarantees, permits, and certificates, plus a waiver of lien certifying that Seller's Subcontractors have been paid for all labor and materials furnished as part of the performance of Services or delivery of Materials. All required documentation, such as a waiver of lien, should be submitted to Buyer's purchasing representative specified in the Purchase Order. Buyer will not be obligated to make final payment to Seller until all the above conditions have been met.
- I. Indemnification for Seller's Employees. This Section III(I) shall only apply in the event Seller or Seller's Subcontractors provides to Buyer on-site Services (including the delivery of Materials) (i.e., located on or within Buyer's facility(ies)). To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer Indemnitee against all Claims, of every kind and character, arising out of bodily injury to, or sickness, disease or death of, any agent, employee or representative of Seller Group, regardless of whether such bodily injury, sickness, disease, or death is caused by, or is alleged to be caused by, the partial or sole negligence of Buyer. **IT IS THE EXPRESS INTENT OF THE PARTIES THAT SELLER IS TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER INDEMNITEE FROM THE CONSEQUENCES OF BUYER INDEMNITEE'S OWN NEGLIGENCE, WHETHER IT IS THE SOLE, JOINT OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF THE EMPLOYEES, AGENTS OR REPRESENTATIVES OF SELLER GROUP, EXCEPT TO THE PROPORTIONATE EXTENT SUCH BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF THE EMPLOYEES, AGENTS OR REPRESENTATIVES OF SELLER GROUP ARE FOUND TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER.**
- IV. Materials Supply Terms and Conditions.** The following terms and conditions shall, in addition to the foregoing General Terms and Conditions in Section II above, apply to any and all Materials (excluding CCA Product) provided to Buyer by Seller or Seller's Subcontractors.
- A. Delivery. Title and risk of loss to Materials will pass from Seller to Buyer in accordance with the applicable Incoterms set forth in the Purchase Order. Seller warrants that Seller has good and clear title to the goods delivered. If the risk of loss passes to Buyer at the shipping point and Seller or Seller's Subcontractor fails to ship in the manner or route directed by Buyer, Seller agrees to reimburse Buyer for any loss, delay or damage which Buyer suffers.
- B. Materials Warranty. Seller warrants that Materials which Seller or Seller's Subcontractors delivers will be new, of good quality, and conform to the description stated in the Purchase Order. Seller agrees to promptly repair or replace any defective Materials that Buyer has notified Seller about within the earlier of eighteen (18) months following the date of delivery, or twelve (12) months following the date of installation. If Seller fails to promptly repair or replace the defective Materials, Seller agrees that Buyer will be entitled to repair or replace the Materials, and Seller agrees to reimburse Buyer for Buyer's reasonable cost to repair or replace the defective Materials. Buyer will be entitled to inspect all Materials before, upon, or within a reasonable time after delivery. No substitution of any Materials will be made without Buyer's written approval. Buyer reserves the right to reject Materials which have been reworked.
- C. Price Warranty. Seller warrants that the prices for the Materials sold to Buyer under this Contract are not less favorable than those currently extended to any other customer for the same or like goods in equal or similar quantities. In the event Seller reduces Seller's price for such Materials during the term of this Contract, Seller agrees to reduce the prices of the Materials purchased by Buyer accordingly.
- D. Material Identification Requirements. Seller or Seller's Subcontractors shall label, tag, stamp, or otherwise identify each unit of all Materials sold to Buyer under this Contract with the following minimum information: Buyer's Purchase Order number; Buyer's Purchase Order line item number; Buyer's SAP Material Master (catalog) number; a short description of the Materials; and the quantity of the Materials included in the tagged unit. Additionally, Seller shall label, tag, stamp, or otherwise identify each unit of all Materials with any additional equipment or project-specific information specified by Buyer in this Contract. Buyer reserves the right to reject Materials not completely identified as specified in this Article and to return such Materials to Seller at Seller's cost.
- V. **Chemicals, Catalyst, and Additive Terms and Conditions.** The following terms and conditions shall, in addition to the foregoing terms and conditions in Sections II and III above, apply to any and all chemical, catalyst, or additive Materials ("CCA Product") provided to Buyer by Seller or Seller's Subcontractors.
- A. Conflict Mineral Policy. When applicable, Seller and Seller's Subcontractors agree to comply with Buyer's Conflict Minerals Policy, which can be located at *Investors > Corporate Governance > Conflict Minerals Policy* on Buyer's internet site (www.LYB.com). Upon request, Seller also

agrees to provide Buyer with accurate information related to Seller's efforts to comply with Conflict Minerals supply chain requirements, and to utilize the current version of the Conflict Minerals Reporting Template created by the Electronic Industry Citizenship Coalition (EICC) and the Global e-Sustainability Initiative (GeSI) as the means to communicate such information to Buyer.

- B. Delivery. Bills of Lading must include Buyer's Purchase Order number, product name; quantity shipped, and lot number / identification number. Weight Tickets and demurrage charges (unloading report) must accompany Bills of Lading, if applicable. (c) Certificates of Analysis must accompany all deliveries and include specifications, Buyer's Purchase Order number, release number, car, truck, lot number (as applicable), and unit destination.
- C. CCA Product Warranty. (a) Seller warrants that CCA Product shall conform to the specifications set forth in the Purchase Order, or previously confirmed in writing between Buyer and Seller, and warrants free and clear title on all CCA Product provided by Seller. (b) Seller represents and warrants that all CCA Product delivered under this Contract will be in compliance with all applicable standards, codes, specifications, and federal, state, and local laws, rules and regulations. (c) Seller shall promptly replace any rejected CCA Product, which fails to conform to Buyer's specifications, or is not in compliance with laws governing delivery of CCA Product, for which Buyer has notified Seller up to three (3) months following delivery. If Seller fails to promptly replace the rejected CCA Product, Seller agrees that Buyer will be entitled to replace such CCA Product, and Seller agrees to reimburse Buyer for Buyer's reasonable cost to replace such CCA Product. Buyer will be entitled to inspect all CCA Product before, upon, or within a reasonable time after delivery. Seller shall obtain prior written approval from Buyer before delivering CCA Product that results from a substitution, substantial material change in the manufacturing process, or change in the location that CCA Product is manufactured. No substitution of any CCA Product will be made without Buyer's written approval. Buyer reserves the right to reject CCA Product which has been reworked.
- D. CCA Product Force Majeure. Notwithstanding any contrary language contained in Section II.(T), failure of Seller's Subcontractors and inability to obtain materials shall not be considered a Force Majeure Event. If due to a Force Majeure Event that excuses performance, Seller should be unable to meet all of its commitments for delivery of CCA Product, Seller shall not discriminate against Buyer or in favor of any other party in completing its commitments to Buyer. If Buyer believes that the delay or anticipated delay in delivery of CCA Product may impair Buyer's ability to meet its production schedules, or may otherwise interfere with its operation, Buyer may, at its option and without liability to Seller, cancel outstanding shipments of CCA Product hereunder wholly or in part.
- E. CCA Product Infringement Warranty and Indemnity. Seller warrants that all CCA Product will be delivered free of the rightful claim by any party for infringement of any patent or copyright or misappropriation of any trade secret covering the CCA Product or the process for manufacturing such CCA Product. Seller agrees to indemnify, defend, and hold harmless Buyer Indemnitee in any suit, claim or demand alleging infringement of any patent or copyright, and for misappropriation of any confidential information or trade secrets in the United States, in the country of source, and in the country of destination, based upon the sale or use of CCA Product supplied under this Contract.
- VI. Engineering Terms and Conditions.** The following terms and conditions shall, in addition to the foregoing terms and conditions in Sections II and III above, apply to any and all engineering Services provided to Buyer by Seller or Seller's Subcontractors.
- A. Ownership. This Section VI(A) shall supersede and replace Section II(H) above for any Services relating to engineering services. (a) All process and engineering designs, drawings, computer programs and specifications and other technical and commercial information and data conceived, developed, or designed pursuant to this Contract for Buyer or during execution of the Contract ("Buyer Proprietary Information"), are hereby assigned to and shall remain the intellectual property of Buyer. All improvements, inventions, or modifications of Buyer Proprietary Information made by Seller or Seller's Subcontractors during execution of the Contract, are hereby assigned to and shall remain the sole property of Buyer. In addition to the obligations of Section II(I), Seller shall not, without the prior written consent of Buyer, disclose Buyer Proprietary Information to third parties, or use same for any purpose, except for the design, installation, erection or use (including operation, maintenance, repair, reconstruction and modification) of the Services. Buyer Confidential Information, as defined above, shall include Buyer Proprietary Information. (b) Except for Seller Proprietary Information, which shall remain the sole property of Seller, title to all plans, specifications and technical data, including, but not limited to, drawings, flow diagrams, layout details and specifications, computer programs and their contents, which have been furnished to Seller or its Subcontractors by Buyer, shall belong to and remain the property of Buyer. Title to all results and deliverables of Services shall belong to and become the property of Buyer. As used herein, "Seller Proprietary Information" shall mean any Seller information, in any form, that includes trade secrets, copyrights, inventions, patents, discoveries, know-how, samples, techniques, specifications, drawings, designs, design concepts, manuals, processes and testing methodology that was (i) developed prior to the effective date of this Contract, or (ii) not developed for Buyer under this Contract. Seller Proprietary Information shall not include any Buyer Confidential Information. (c) Seller grants Buyer an irrevocable, royalty free, non-exclusive license to Seller Proprietary Information relating to the Services or deliverables developed by Seller or its Subcontractors and their employees in the course and scope of the Services, for the design, installation, erection or use (including operation, maintenance, repair, reconstruction and modification) of the Services or deliverables under this Contract.
- B. Engineering Warranty. (a) All Services performed by Seller shall be (i) performed in a good and workmanlike manner, (ii) in accordance with all applicable laws and the latest recognized engineering and construction industry standards practiced by other engineering and construction contractors performing similar services, and (iii) subject to inspection and approval by Buyer. (b) If there are any deficiencies in Seller's engineering, Seller shall correct and complete such engineering at no cost to Buyer. (c) Seller warrants that the Services will be free from defects in workmanship and will be performed in accordance with the plans and specifications which Buyer has furnished to Seller, or which Seller has furnished and Buyer has approved. (d) While Seller is performing the Services and through the one (1) year period following Seller's completion of the Services (the "Engineering Warranty Period"), Seller will repair or replace, at Seller's sole cost and expense, all defects in material, design or workmanship, including engineering services, which Buyer notifies Seller about during the Engineering Warranty Period. (e) If Seller fails to correct such defects within a reasonable time, Buyer will have the right to correct them and Seller agrees to reimburse Buyer for Buyer's out-of-pocket costs to correct the defects. (f) Seller agrees to pass on all warranties of Seller's vendors to Buyer, but this will not relieve Seller of any warranty Seller has separately given to Buyer.