

Westlake Compounds General Terms and Conditions of Sale (France)

1. Definitions. “Buyer” means a party purchasing any Product from Westlake Compounds. “GTC” means these Westlake Compounds General Terms and Conditions of Sale (France). “Parties” collectively refers to Westlake Compounds and Buyer. “Product” means any product or service sold by Westlake Compounds. “SDS” means Safety Data Sheet. “Westlake Compounds” means Westlake Compounds France, S.A.S.

2. Applicability of these GTC; language versions. Any agreement between Westlake Compounds and Buyer for the sale of Products will be governed by these GTC. Even if Buyer sends Westlake Compounds another form of agreement, Buyer’s general terms and conditions or modifications to these GTC, these GTC, without any modification, will govern the agreement between Westlake Compounds and Buyer, even if Westlake Compounds does not expressly object against any such other form of agreement, Buyer’s general terms and conditions or modifications to these GTC. Neither course of performance or dealing, nor usage or trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these GTC. The invalidity, in whole or in part, of any provision of these GTC shall not affect any other provision of these GTC, each of which shall be enforced to the full extent permitted by law. In the event of any discrepancy between these GTC and a specific contractual provision agreed on by the Parties in writing, such specific contractual provision will prevail. Only the English version of these GTC shall be legally binding. Any translations of these GTC into other languages have been prepared for convenience purposes only. In case of any discrepancy between the English version of these GTC and any other language version, the English version of these GTC shall prevail.

3. Products. The Products sold are those described in Westlake Compounds’ order confirmation, unless, in the event of a discrepancy between Buyer’s order and Westlake Compounds’ confirmation, Buyer notifies Westlake Compounds in writing of its disagreement, within a period of ten (10) days from the date of receipt of Westlake Compounds’ order confirmation. The Products shall only be used for industrial use and NOT for consumer uses.

4. Price and payment. Unless otherwise agreed in writing, Product prices are determined by Westlake Compounds order confirmation provided to Buyer or, in the absence of such confirmation, by Westlake Compounds’ list prices in effect at the time of planned delivery date. Unless otherwise agreed in writing, (i) all prices are CIF/CIP (INCOTERMS 2020) to the facility to be specified by Buyer and (ii) payment will be due within thirty (30) days of the invoice date. Buyer shall make the payment by electronic fund transfer to an account designated by Westlake Compounds. Buyer shall not be entitled to make any deduction from payments due to Westlake Compounds on account of any alleged set-off or counter claim. Late payment immediately constitutes a default without notice and statutory interest applies automatically. Westlake Compounds may charge late payment penalties equal to the lowest of three times the legal interest rate in force per month on all invoices not paid within thirty (30) days as well as indemnity for recovery fee equal to 40 Euros per invoice. Buyer shall reimburse Westlake Compounds for Westlake Compounds’ full costs of collection and related legal costs, even where exceeding the legally recognized costs. Westlake Compounds may at all times assign its invoices to a factoring company in which case payments shall be made into the account mentioned on the invoice. In the event that Westlake Compounds’ costs of the Products has increased as a result of an increase of external costs or a modification of rates of exchange or increase in Westlake Compounds’ raw material or input buying prices, taxes, duties or other levies imposed by public authorities, Westlake Compounds has the right to increase the prices accordingly for all orders not yet shipped to Buyer, provided that Westlake Compounds provides Buyer with at least fifteen (15) days prior written notice. All orders for such Products that are confirmed but not shipped as of the effective date of such increase shall be re-priced accordingly.

5. Delivery. Any delivery dates set out in Westlake Compounds’ order confirmation or acceptance are estimates. Westlake Compounds cannot guarantee delivery on a specific date. Unless otherwise agreed in writing, variation of up to 10% in quantity is acceptable to Buyer. Buyer will be invoiced for the quantity actually delivered. The quantity recorded on Westlake Compounds’ officially calibrated weighing equipment at the point of loading shall be accepted by both Parties as correct. Delivery may be made in installments and may be suspended as long as Buyer is delayed in the performance of any obligation to Westlake Compounds. Westlake Compounds shall not in any circumstance be liable for any loss or damage whatsoever due to delay in delivery however occasioned, unless the same was attributable to Westlake Compounds’ gross negligence or willful misconduct. If Buyer refuses to accept delivery of Products or any instalment thereof, Westlake Compounds may, without prejudice to its other rights, arrange for the storage of the Products at the expense and risk of Buyer. Risk of loss or damage passes to Buyer at the time Products are first transferred to a commercial transportation carrier for shipment. Westlake Compounds shall retain title to the Products delivered to Buyer until Buyer has performed all its obligations under any sale agreement with Westlake Compounds. In the event of any re-sale by Buyer of any goods manufactured out of Products sold by Westlake Compounds, Buyer hereby assigns to Westlake Compounds all proceeds from their sale. If Buyer is responsible for the transport of Products, Buyer shall ensure that the means of transport is clean and

dry, suitable for loading and carrying the Products, and complies with applicable legal standards for such means of transport. In case of non-compliance with the above requirements, Westlake Compounds will be entitled not to load or cause to load the relevant means of transportation.

6. Warranty. Westlake Compounds only warrants that all Products sold to Buyer will conform to the manufacturers’ specifications. Westlake Compounds makes no other warranty of any kind, express or implied, by contract, statute or otherwise, and Westlake Compounds expressly excludes and disclaims all implied warranties of merchantability or fitness for a particular purpose or otherwise. Products that conform to the manufacturer’s specifications shall never be considered defective. Buyer will inspect all Products for damage, defect or shortage promptly after Buyer receives them, and will give Westlake Compounds prompt notice of any damage, defect or shortage that Buyer detects. Buyer must give Westlake Compounds notice of any defect within thirty (30) days after the date of receipt of the relevant Product(s) or before the date the Products are used, whichever comes first, under penalty of forfeiture. If any Product is determined not to conform to the warranty set forth above, Westlake Compounds shall, at its option, either replace the defective Product or refund the purchase price thereof. Defective Products shall not be returned by Buyer until authorized by Westlake Compounds. This remedy is Buyer’s exclusive remedy for breach of warranty and defects in the Products. Should applicable law prohibit this limitation of Buyer’s remedies, then Westlake Compounds agrees that the maximum amount Buyer may claim from Westlake Compounds is once the net purchase price Buyer actually paid Westlake Compounds for the Product subsequently determined to be defective. This warranty is given only to the original Buyer and does not extend to any subsequent purchaser or transferee of Products. Buyer is not entitled to extend or transfer this warranty to any other party.

7. Limitation of claims and indemnity. Westlake Compounds will not be responsible and Buyer indemnifies Westlake Compounds for, and Buyer releases Westlake Compounds and holds Westlake Compounds harmless from, any losses and harm arising out of Buyer’s loading, storage, handling, purchase, possession, distribution, disposal or use of any Products, Buyer’s use of any technical or Product handling advice Westlake Compounds may offer, except in case of gross negligence or willful misconduct by Westlake Compounds. Westlake Compounds will not be liable for damages whether consequential, indirect, special, incidental, exemplary or otherwise, including, but not limited to, loss of goodwill, profits or turnover, equipment downtime, repair or material cost, cost of any substitute for the Products Buyer bought, claims of third parties or injury to person or property. Westlake Compounds shall not be liable for any damage, injury, contamination or loss in case of breach by Buyer of its obligations under Section 13 of these GTC and Buyer shall indemnify and hold Westlake Compounds, its employees, suppliers and sub-contractors harmless against all claims, costs, loss or damages in connection with such breach. Conditions limiting, excluding or establishing liability, which can be invoked by suppliers or independent contractors of Westlake Compounds against Westlake Compounds in respect of the goods delivered, may also be invoked against Buyer. In any case, except in case of willful misconduct, Westlake Compounds’ total aggregate liability in respect of any claim, loss or damage, whether arising from breach of contract or otherwise under or in connection with the agreement, shall in no event exceed 100% of the price paid by Buyer to Westlake Compounds pursuant to the agreement.

8. Downstream Products. The Products are intended to be transformed into new downstream products (“Downstream Products”). By contrast, the Products are not intended to be used in their original form. Westlake Compounds will not be responsible for compliance of Downstream Products with applicable laws, regulations and standards, including but not limited to laws, regulations and standards related to environmental dispersion and waste management.

9. Technical and other services. Buyer is responsible for the design, processing, testing and labelling of any product produced using Westlake Compounds’ Products and Buyer will not rely on anything on Westlake Compounds’ website or any statement by Westlake Compounds about the suitability of Products Westlake Compounds provides. Buyer is responsible for testing and investigating Products sold by Westlake Compounds to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Westlake Compounds based on Westlake Compounds’ technical advice, statements, data, services or recommendations.

10. Intellectual property. Any suggestions Westlake Compounds makes about possible applications, designs or uses of Westlake Compounds’ Products do not give Buyer a license under any intellectual property right covering such applications, designs or uses, nor are they a recommendation for use of such Products, applications or designs which may infringe any intellectual property right. Westlake Compounds does not warrant that the use of the Products, or articles made therefrom, either alone or in conjunction with other materials, will not infringe another person’s valid patent rights. Westlake Compounds will defend Buyer if there is a claim that Products, as delivered to Buyer, infringe another person’s valid patent rights, and if necessary will refund the purchase price. The foregoing sentence states the entire obligation of Westlake Compounds for intellectual property infringement by any Product sold hereunder.

11. Events beyond Westlake Compounds' control (force majeure). Westlake Compounds shall not be responsible if Westlake Compounds' performance of any obligation towards Buyer becomes, in whole or in part, temporarily or not, impossible or commercially unreasonable due to any cause or event beyond Westlake Compounds' reasonable control, including, without limitation, extreme weather conditions, natural catastrophe, warfare, terrorist activity, fire, acts of any governmental authority, site or building blockades, breakdown of utilities, transport interruptions, strikes, specific work interruptions or work-to-rule slowdowns and lock out, machine breakdown, emergency repair or maintenance, delay in the provision to Westlake Compounds of parts, goods or services ordered from third parties, accidents, epidemics, pandemics and/or interruptions of business operations. If such event occurs on the part of Westlake Compounds, Westlake Compounds shall not be liable and its obligations are suspended. If the event lasts longer than 90 days, both Westlake Compounds and Buyer may in writing rescind the non-feasible parts of any agreement between Westlake Compounds and Buyer. In addition, Westlake Compounds will be excused if Westlake Compounds is unable to acquire from its usual sources and on terms it deems reasonable, any material necessary for manufacturing the Product. If, because of such circumstances, there is a shortage of Product, Westlake Compounds will not be obligated to purchase Product from a third party in order to perform its obligations and it may apportion its available Product among all its customers and its own internal use in such manner as Westlake Compounds finds fair and reasonable; provided, however, that Westlake Compounds will not be obligated to apportion or otherwise make available to Buyer, Product which Westlake Compounds obtains by purchase or exchange for its own internal use. Quantities of Product consequently not shipped will be deducted from the applicable remaining quantity obligation, unless the Parties agree otherwise.

12. SDS; environmental, health and safety compliance. Westlake Compounds will provide Buyer with SDSs applicable to the Product and Buyer will provide the most recent SDSs, as received from Westlake Compounds, to all persons required by law to receive them. Buyer will take all such precautions to protect human health and the environment as may be appropriate for hazards identified in the SDSs or otherwise identified to Buyer by Westlake Compounds. Buyer will use, handle and process the Products, and manage and dispose of all wastes and residues resulting from use, handling and processing of Products, including any packaging, in accordance with applicable laws and regulations.

13. Export control compliance. Westlake Compounds is subject to application of United States, European Union and national export control laws. In this capacity Westlake Compounds is prohibited from directly or indirectly exporting and/or selling products, or allowing third parties to directly or indirectly sell and/or export products, into certain embargoed countries and to certain restricted or denied customers under the export control laws of the United States, the European Union and/or the United Nations. Prohibited transactions include any transaction in which Products are shipped to or through the embargoed countries or which involve the restricted or denied customers. Penalties for violation of these laws are severe. Buyer shall not directly or indirectly, sell or export the Products purchased from Westlake Compounds to any of these embargoed, restricted or denied persons, entities or countries, nor sell or otherwise transfer any such Product to any customer under circumstances where it has knowledge or reason to believe that the Product will be sold or exported to any such embargoed, restricted or denied person, entity or country. Buyer further certifies that to the best of its knowledge, the Product sold and delivered by Westlake Compounds will not in any way be used for purposes that are prohibited under national and international regulations, including without limitation, the manufacture of weapons or materials used in the weapons industry.

14. REACH. Buyer shall comply with its obligations arising from the Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), and shall provide such assistance as Westlake Compounds may reasonably require in view of the provisions set out in REACH and in any other laws, rules and regulations applicable to the Products and its chemical elements from time to time.

15. Termination for default. If Buyer does not fulfill its obligations, does not fulfill them timely or adequately, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, Westlake Compounds has the right to suspend the performance of any obligation hereunder or to rescind the agreement in whole or in part, without prior notice or default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest. In these cases, all of Westlake Compounds' claims against Buyer are immediately and totally due. Buyer is authorized to rescind the agreement only in case Westlake Compounds does not fulfill its obligations contained therein and/or in the events referred to in these GTC, and then only after payment to Westlake Compounds of all amounts owed to Westlake Compounds at that time, whether due or not.

16. Data protection. Buyer acknowledges that Westlake Compounds will process personal data of Buyer's employees, directors and collaborators for the purposes related to the execution of its contractual obligations, to comply with a legal obligation to which Westlake Compounds is subject or for the establishment, exercise or defence of legal claims, in accordance with applicable law.

17. VAT. If the supply qualifies as an intra-community transaction as defined in Article 138 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, Buyer will notify Westlake Compounds, in writing and before the supply takes place, which VAT number Buyer will use for each transaction and, in case transport is not arranged by or on behalf of Westlake Compounds, that the Product will be transported by Buyer or on his behalf to another EU Member State. If, in the above described situation, Westlake Compounds has sufficient confidence that it will receive the evidence required in time, and, therefore, invoices Buyer with 0% VAT, Buyer shall provide Westlake Compounds as soon as possible and in any event within 6 weeks with documents proving that the Product has been transported to another EU Member State. Buyer is liable for any VAT and fines due by Westlake Compounds if the documents mentioned are not received in time by Westlake Compounds. If the VAT number cannot be verified with fiscal authorities in due time, or if fiscal authorities cannot validate the VAT number at verification, the supply will be deemed to be a national supply and VAT will be levied accordingly. If Products are transported by or on behalf of Westlake Compounds and fiscal authorities do not accept the proof that the Product has been transported to another EU Member State, Buyer will do its utmost to provide Westlake Compounds with additional information and to assist Westlake Compounds in having the proof accepted.

18. Miscellaneous

18.1. Cancellations of and changes to orders; refusal and return of conforming Products. Any cancellation of or changes to any order, refusal to take delivery or return of any conforming Product purchased hereunder, will require express acceptance by Westlake Compounds and will be subject to a cancellation fee in accordance with Westlake Compounds' policy then in effect.

18.2. No waiver. Failure by either Party, at any time or from time to time, to require the performance by the other of any term or provision of these GTC shall not constitute a waiver of such term of provision.

18.3. Electronic communication. Buyer specifically agrees that Westlake Compounds may issue electronic order acceptances or confirmations and electronic invoices for any purchases of Products made using the Internet, email or any other electronic communications method, and agrees to honor such order acceptances or confirmations and invoices as if they had been delivered in writing.

18.4. Assignment. Buyer shall obtain the written consent of Westlake Compounds prior to and as a condition of the assignment, transfer, encumber or novation of any right, benefit and/or obligation (including rights to receivables) under any agreement governed by these GTC. Westlake Compounds is entitled to assign, transfer, encumber or novate its receivables in whole or in part without obtaining written consent of Buyer.

18.5. Letters of credit. If payment is to be made by letter of credit, Buyer shall immediately establish an irrevocable letter of credit in favor of Westlake Compounds through a prime bank acceptable to Westlake Compounds. Such letter of credit shall be in a form and upon terms satisfactory to Westlake Compounds and shall authorize reimbursement to Westlake Compounds for such sums, if any, as may be advanced by Westlake Compounds for consular invoices, inspection fees and other expenditures for the account of Buyer. If the letter of credit is not honored by the bank immediately upon Westlake Compounds' presentation of the corresponding draft, Buyer shall, upon notice from Westlake Compounds, immediately make payment by electronic funds transfer in immediately available funds to the account of Westlake Compounds directly and unconditionally. All bank charges incurred, including collection charges and stamp duties, if any, within the country of Buyer shall be for the account of Buyer and any bank charges incurred outside Buyer's country shall be for Westlake Compounds, unless the Parties agree otherwise.

18.6. Insurance. If Westlake Compounds agrees to obtain insurance for Buyer's account and Westlake Compounds is obliged to provide insurance on a shipment in view of the agreed delivery condition (INCOTERMS), Westlake Compounds will insure 100% of the invoice amount unless other valuation is agreed.

18.7. Governing law. Any agreement between Westlake Compounds and Buyer for the sale of the Products shall be governed by the substantive laws of France. The United Nations Convention on the International Sale of Goods shall not apply.

18.8. Disputes. Unless agreed otherwise, disputes arising out of or in connection with an agreement between Westlake Compounds and Buyer for the sale of the Products shall be settled by the state court of the seat of Westlake Compounds. Westlake Compounds shall always remain entitled to bring a claim against Buyer in the state court of the seat of Buyer.
