

## GENERAL TERMS AND CONDITIONS OF SALE FOR THIRD COAST CHEMICALS

**GENERAL.** Unless otherwise agreed in writing, these general terms and conditions of sale ("GTCs") comprise the basis on which Third Coast Chemicals ("Seller") sells product and/or services related to such product (together, "Product"). **Buyer's terms and conditions of purchase shall not apply.** In these GTCs, Seller and the counter party to any Contract shall be referred to as "Seller" and "Buyer" respectively; each may also be referred to as "Party" and together as "Parties". Any abbreviation of an international commercial delivery term in a Contract document shall be deemed to be a reference to Incoterms 2010. Specific conditions of Seller's Order Confirmation, including its prescribed Incoterm, prevail if it conflicts with these GTCs. In case of any inconsistency between the English version of these GTCs and a version in any other language, the English version shall prevail. "Affiliate" means a legal or natural person which (i) Controls or (ii) is Controlled by or (iii) is under common Control with a Party. "Control" occurs where ever a legal or natural person, whether directly or indirectly through one or more intermediate legal persons, owns or controls in aggregate fifty percent or more of voting capital. "Contract" means the relevant Order Confirmation, these GTCs and any other terms agreed in writing and signed by the Parties. "Order Confirmation" means any oral or written confirmation from Seller to Buyer in relation to supply of Product, including purchase orders or pro forma invoices.

**NON-DIVERSION.** With respect to Product, Buyer shall comply with: (a) all applicable laws relating to information and/or Product use, dual-use, diversion, trade, export and re-export of Product (including any regulations prohibiting drugs and weapons manufacture); and (b) legal and regulatory requirements for the application of Product, and Buyer further undertakes to use reasonable endeavors to secure similar undertakings from its customers. Additionally, Buyer shall not either directly or indirectly: (a) export to or import into any Restricted Jurisdiction; (b) sell or supply any person in any Restricted Jurisdiction; or (c) sell or supply any person for the purpose of any commercial activity carried out in or from any Restricted Jurisdiction. Upon request, Buyer will supply Seller with evidence satisfactory to Seller that controls are in place at its customer-base, which actively support such compliance.

Anything to the contrary notwithstanding, if Buyer becomes a Restricted Party at any time prior to physical delivery of Product at the final destination, upon written notice Seller may: (i) determine alternate directions for disposition of any Product in transit, to the extent allowed under applicable laws and regulations, and (ii) terminate the Contract with immediate effect. The cost of any such disposition of Product as directed by Seller will be borne solely by Seller. Buyer shall fully cooperate with Seller's directions for disposition of any Product in transit, and Buyer's sole remedy for damages of any type due to Seller's failure to deliver shall be a refund of any money paid by Buyer to Seller for Product that was not delivered to the extent such refund is allowed under applicable laws and regulations.

In the event of any failure to comply with the above undertakings regarding export or non-diversion, or any product application restrictions (where set out in this Contract), Seller may (without prejudice to Seller's other rights) suspend delivery under the Contract with immediate effect until such time as Buyer provides assurances satisfactory to Seller that it will comply with the undertakings for all future deliveries under this Contract, and if such assurances have not been provided within thirty (30) days after commencement of suspension, terminate the Contract upon fifteen (15) days written notice to Buyer.

For the purposes of this clause: "Restricted Jurisdiction" means any country, state, territory or region (i) against which there are sanctions imposed by the United Nations and/or to which supplies of Product are prohibited or restricted under the laws of the country in which Product was produced or supplied (unless such country has granted a license or equivalent permit for the export of Product) except insofar as the delivery of such licensed or permitted Product is inconsistent with any other applicable law or regulation, or (ii) that is a destination prohibited by the terms on which Seller acquired the Product.

"Restricted Party" means a party (i) targeted by national, regional or multilateral trade or economic sanctions under applicable laws, including, but not limited to, persons designated on the United Nations Financial Sanctions Lists, European Union or other EU Member State Consolidated Lists, US Department of the Treasury Office of Foreign Assets Control Lists, US State Department Non-proliferation Sanctions Lists or US Department of Commerce Denied Persons List, in force from time to time or (ii) directly or indirectly

owned or controlled by or acting on behalf of such persons and includes directors, officers or employees (including agency personnel).

**PRODUCT QUANTITY/QUALITY.** Seller may supply an excess or deficiency of Product of up to 5% of the weight or volume ordered and Buyer shall pay for the quantity so supplied. Only differences in net weight or volume, against invoiced quantity, in excess of 0.5% may be subject to quantity claims. Seller warrants that at the last point before risk of loss transfers to Buyer, Product shall conform to the specifications provided by Seller or, if not provided, as published by Seller. **Seller makes no other warranty or representation of any kind concerning Product, whether of satisfactory quality, merchantability, fitness for any particular purpose or otherwise, and none shall be implied.** Seller shall measure, sample and test Product in its customary manner at the loading location to determine the quantity and quality of Product delivered. The results of such measurement, sampling and testing shall be treated, in the absence of fraud or manifest error, as conclusive and binding as to the quantity and quality of Product loaded. **Anything to the contrary herein notwithstanding, where product is sold "as-is" Seller makes no warranty or representation of any kind concerning Product, including but not limited to specifications, quality, merchantability, fitness for any purpose, and none shall be implied.**

**TAX.** Where any tax (other than on income), duty or other governmental charge now or hereafter imposed on Product or any raw material used in manufacturing Product (or on Seller, or required to be collected or paid by Seller, by reason of the manufacture, transportation, supply, sale, release from a tax warehouse or use of such Product or raw material ("Tax"), Buyer shall pay such Tax to Seller in addition to the sales price. In general, upon Buyer's request where applicable and legally possible under local tax legislation, Seller will apply a tax exemption, 0% rate or any other tax facility applicable in the relevant country and Buyer shall provide Seller with all information and documents reasonably requested by Seller. If any (additional) Tax becomes due because Buyer has not timely provided Seller with the required documents or information for the tax facility, or because of any fraud, loss or misappropriation in relation to the Product, documents or information, Buyer will indemnify Seller against all liabilities for such Tax which Seller reasonably needs to pay to a third party, including any interest, penalties and costs.

**PRICE, PAYMENT, CREDIT.** For purposes of this Contract "Euro" shall mean the common currency of the European Union, "Pound" shall mean the currency of the United Kingdom, "Dollar" shall mean the currency of the United States, and the place of payment under this Contract shall be England. Invoiced amounts shall reach Seller's nominated bank account, net of all bank charges and without deduction, withholding or setoff, no later than the last day of the agreed payment term. Any late payment shall bear simple interest at 0.05% per day but such rate shall be capped at the maximum rate allowed by law. At Seller's request, Buyer shall submit financial performance data of Buyer and its guarantors and, prior to any assignment or novation, of any proposed assignees or novatees of Buyer. Additionally, Buyer agrees to disclose sufficient detail as is necessary for Seller to form a clear judgment on the financial health of Buyer, its guarantors and any proposed assignee or novatee. If Buyer fails to pay any indebtedness to Seller in accordance with the terms for such indebtedness (whether or not under this Contract), Seller may in addition to any other remedies, upon written notice to Buyer, postpone or withhold the supply of Product, withhold any discounts, rebate, credit and/or price allowance (notwithstanding any other provision of this Contract), change payment terms, cancel and/or terminate this Contract.

**LIABILITY AND CLAIMS.** Anything to the contrary notwithstanding, Seller's and any of Seller's Affiliates' total liability for any claim arising out of or in connection with this Contract including without limitation for breach of contract, warranty or statutory duty, or tort including Seller's or its Affiliate's negligence, shall not exceed the Price of the relevant quantity of Product, if delivered, or, if liability arises from a failure to deliver, the sale price of the relevant quantity of Product had it been delivered. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the "Indemnified Party") its Affiliates, directors, officers and employees against any liability (whether strict, absolute or otherwise) for any claim, loss, damage, cost and expense, including but not limited to reasonable legal fees or attorneys' fees and other costs of dispute resolution, on account of any injury, disease or death of persons or damage to property or the environment arising out of or in connection with (i) in the case Buyer is the Indemnifying Party, Buyer's unloading, storage, handling, purchase, use, sale or disposal of the Product; (ii) in the case Seller is the Indemnifying Party, Seller's loading, storage or handling of the Product; and/or (iii) any

failure by the Indemnifying Party to disseminate safety and health information pursuant to this Contract. The indemnities above in this clause shall exclude liability to the extent caused by the Indemnified Party's negligence. No Party (even if negligent) will be liable to the other for any incidental, indirect, special, consequential, or punitive cost, expense loss or damage including but not limited to loss of production, loss of use, loss from business interruption, indirect loss of profit, loss of business, loss of goodwill or reputation, or wasted expenditure, provided however that this exclusion of liability shall not apply to claims by an Indemnified Party to recover any such damages paid to a third party (meaning any person or entity that is not a Party, an Affiliate, employee, officer or director of a Party or its Affiliate). Any claim under this Contract shall be made by Buyer by written notice, setting forth fully the facts on which it is based, as soon as reasonable after the date when the facts were discovered or should have been discovered but in any event no more than 60 days after the loading date or month of delivery in the case of pipeline sales.

**FORCE MAJEURE EVENT.** A Party affected by a Force Majeure Event ("Affected Party") shall not be liable for its failure to fulfil any term of this Contract, other than the obligation to pay any sum when due or to provide security, if and to the extent that such fulfilment has been delayed, hindered, curtailed or prevented by any circumstance or event outside its reasonable control, or by fire, explosion, strike, plant malfunction, unplanned shutdown, shutdown in anticipation of a breakdown, or Seller's inability to acquire from its usual supply source(s) Product, materials or services ("Force Majeure Event"). When a Force Majeure Event at one or more of Seller's supply sources results in a shortfall of Product available to meet its supply obligations, Seller shall apportion any reduced quantity of Product amongst Seller, its customers and its Affiliates in a manner it determines to be fair and reasonable. Seller shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Should Seller acquire any quantity of Product following a Force Majeure Event, Seller may use or distribute such Product at Seller's sole discretion. Buyer may acquire any shortfall quantity of Product from other sources at Buyer's own risk and cost. The affected Party shall promptly notify the other Party in writing with reasonable details of such event.

**ADDITIONAL COVENANTS.** Nothing in this Contract shall be construed to shift liability for violating any clause or portion thereof from Buyer to Seller. Buyer is solely liable for any and all violations. Buyer shall disseminate appropriate health, safety, security and environment ("HSSE") information to all persons (including but not limited to Buyer's employees, contractors and customers) as required by law or which Buyer foresees may be exposed to Product. Buyer shall obtain the written consent of Seller prior to and as a condition of the assignment, transfer or novation of any right, benefit and/or obligation under this Contract.

**LAW AND DISPUTES.** The Contract and any dispute or claim arising out of or in connection with it shall be governed by the laws of the State of Texas without regard to conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods is excluded. Any disputes or claims arising out of or in connection with this Contract shall be exclusively brought and finally resolved in the district courts of Harris County, Texas, USA, after attempting confidential dispute resolution in Harris County, Texas, USA. In the performance of this Contract, each Party shall comply with all applicable laws and governmental decrees, rules, regulations and orders. All provisions with respect to payment rights and obligations, disclaimers of warranties, waivers of claims, indemnification, limitations of liability, notice of claims, tax, governing law and dispute resolution, assignment, no waiver, export/non-diversion clauses and entire agreement clause shall survive the expiration or termination of this Contract.