

## General Conditions of Use

### General

Access to and use of this website (this "Site") by any entity (the "Company") through its employees (each, a "User") constitutes an acknowledgement and agreement by the Company and such User that these General Conditions of Use (these "Terms of Use") apply to such access and use and are binding on the Company and such User. This Site has been developed by, and is administered by, INEOS Styrolution Group GmbH (together with each of its affiliated companies within the INEOS Styrolution group, "INEOS Styrolution"), and all rights to this Site are owned by and reserved to INEOS Styrolution. INEOS Styrolution reserves the right to discontinue, or to make partial or complete modifications to, this Site as well as of these Terms of Use.

Please note that INEOS Styrolution may make such changes at its own discretion and without prior or subsequent announcement. Accordingly, each time a User visits this Site, such User should review these Terms of Use and note any modifications that may have been made.

Any sale and delivery of INEOS Styrolution products via this Site (e-Shop) is subject to the respective INEOS Styrolution selling entity's General Conditions for Sale, as amended for time to time, and available under <http://www.ineos-styrolution.com/portal/terms-conditions>.

### Right to Access and Use

Subject to these Terms of Use and all applicable laws, (a) INEOS Styrolution and each of its affiliates that provides on-line services through this Site (each, a "Provider") hereby grant the Company and each User, upon successful registration, a non-transferrable, non-exclusive right to access and use this Site and (b) the Company and each User agree to use this Site at their own initiative and sole risk. In the event that a User's employment with the Company terminates or a User's position with the Company changes in a manner that makes access to this Site by such User no longer appropriate, (i) such User and the Company shall promptly notify its Provider and (ii) such User's right to access and use this Site shall automatically terminate, irrespective of whether such notice is made or given by the Company or such User. INEOS Styrolution may suspend or terminate any User's access to or use of this Site at any time, with or without notice; *provided, however*, that such suspension or termination shall not have any effect on any transaction (or its binding effect) created on or through this Site prior to such suspension or termination.

### Member account, passwords and security

In order to use this Site, each User must open an account and complete the registration process. Each User will also need to choose a user name and a password. The Company and the User are entirely responsible for maintaining the confidentiality of a User's user name, password and account and for any and all activities that occur under such User's user name, password or account. The Company and the User agree to notify INEOS Styrolution immediately of any unauthorized use of a User's user name, password or account or any other breach of security. INEOS Styrolution will not be liable for any loss that the Company or any User may incur as a result of someone else using a User's user name, password or account, either with or without the Company's or such User's knowledge. However, the Company and a User could be held liable for losses incurred by INEOS Styrolution or another party due to someone else using such User's user name, password or account. No User may use anyone else's user name, password or account at any time, without the written permission of the account holder. The Company and each User acknowledge and agree that (a) it and he or she are aware that any information disclosed via the Internet can be collected, used by or unlawfully intercepted by third parties and (b) INEOS Styrolution shall not be liable for the security of any such information.

### Services

Each Provider may, at its sole discretion, use this Site to sell its products to the Company, to provide information regarding INEOS Styrolution's products or to purchase goods, materials or services from the Company (collectively, the "On-Line Services"). By sending an on-line order through this Site, a User is submitting on behalf of the Company a binding offer to enter into a sales contract. Upon receipt of an on-line order, the Provider will confirm receipt of such order. In the event that the Provider decides, in its sole discretion, to accept an on-line order, the Provider will send the

User an order acceptance. Unless agreed otherwise in writing (e.g., in a separate frame contract governing purchases of products between the Provider and the Company), the current version of the Provider's general Terms and Conditions shall be and become an integral part of the sales contract for such order. Current versions of each Provider's general Terms and Conditions are available on this Site and may be downloaded by any User at any time. Each User may access information and literature via the product catalogue regarding the products listed or mentioned in such catalogue, including product material safety data sheets and product bulletins. The Company may use this Site to accept an order for any goods, materials or services from a Provider by sending an on-line order acceptance. INEOS Styrolution and each Provider may, in their sole discretion, change, suspend, discontinue or impose limits on any or all features of the On-Line Services, including restricting access to and use of this Site, in whole or in part, for any reason whatsoever at any time without notice and without any liability.

### **Site Contents**

All content, materials, information, documents and illustrations on this Site ("*Site Contents*") are the sole property of INEOS Styrolution. Use any of the Site Contents is expressly conditioned on (a) the display of each copyright notice on all copies, (b) such use being limited to personal purposes, (c) such Site Contents not being exploited by the Company or any User commercially or being modified in any way and (d) any illustrations only being used in conjunction with the accompanying text on this Site. All product names in upper-case letters or marked in some other way on this Site are trademarks of INEOS Styrolution or its licensors or joint venture partners. Any unauthorized use or abuse of these trademarks or other materials is expressly prohibited and constitutes a violation of copyright, trademark law or other intellectual property rights.

### **References to products or services of other suppliers**

Any reference on this Site to products or services of other suppliers does not constitute an endorsement by INEOS Styrolution and INEOS Styrolution is not responsible for the availability or quality of, or in any other way for or in connection with, such products or services. Any transaction regarding products or services of other suppliers is solely between the Company or such User and such other supplier.

### **Materials, details and information supplied by you**

The Company and each User are fully and solely responsible for the content and correctness of any materials, information or details posted, uploaded, input or submitted on or through this Site (each, a "*Submission*"), as well as for the non-violation of any third-party rights that may be involved in such Submission. INEOS Styrolution does not claim ownership of any Submission. The Company and each User acknowledge and agree that INEOS Styrolution is entitled to (i) use the contents of any Submission, including ideas, inventions, blueprints, techniques and expertise contained therein, for any purpose, including but not limited to the development, production or marketing of products or services, and (ii) reproduce such Submission and make it available to third parties without any limitation or restriction. No compensation will be paid by INEOS Styrolution to the Company or any User in connection with such use, reproduction and granting of access to any Submission. INEOS Styrolution is under no obligation to post or use any Submission and INEOS Styrolution may remove any Submission at any time in its sole discretion. The posting, uploading, inputting or submitting a Submission by a User constitutes a representation and warranty by the Company and such User that the Company owns or otherwise controls all of the rights to such Submission, including but not limited to all the rights necessary to post, upload, input or submit such Submission to this Site.

### **Privacy**

INEOS Styrolution's processing of personal data in connection with accessing and using this Site is subject to INEOS Styrolution's Privacy Statement that can be accessed [here](#).

### **Confidentiality**

For purposes of these Terms of Use, the term "*Representatives*" means, with respect to the Company or a User, the Company's or such User's directors, officers, employees, partners, agents,

affiliates and non-employee representatives (including attorneys, accountants, potential sources of financing, underwriters or other financial advisors, bankers or agents); and the term “*Information*” means the Site Contents and all analyses, compilations, forecasts, studies or other documents prepared by the Company, any User or any of their respective Representatives which contain or reflect any of the information included in the Site Contents; *provided, however*, that the term “*Information*” does not include information which (i) is or becomes publicly available other than as a result of a disclosure by the Company, any User or any of their respective Representatives in violation of these Terms of Use, (ii) is known by, is in the possession of or is or becomes available to the Company or any User from a source (other than INEOS Styrolution) which, to the knowledge of the Company or such User, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to INEOS Styrolution, or (iii) has been independently developed by the Company or any User without resort to any of the Site Contents and, *provided further*, that the fact that information is included in other information which is or becomes otherwise available to the Company or any User pursuant to clause (i) or (ii) shall not exclude the balance of such information from the term “*Information*.”

The Company and each User (a) for a period of three years after receipt of each item of Information, shall keep such Information confidential and will not, except as otherwise provided in these Terms of Use or with the prior written consent of INEOS Styrolution, disclose such Information in any manner or to any person or entity whatsoever, and (b) will not use any Information other than in connection with the services provided on or through this Site or to consummate transactions on or through this Site; *provided, however*, that the Company and each User may reveal the Information to their respective Representatives (i) who need to know the Information in connection with the services provided on or through this Site or any transaction consummated on or through this Site, (ii) who are informed by the Company or such User of the confidential nature of the Information and (iii) who agree to abide by and act in accordance with these confidentiality provisions to the same extent as if they were parties hereto. The Company and each User will cause their respective Representatives to observe these confidentiality provisions and the Company will be responsible for any breach of these confidentiality provisions by any of its or any User’s Representatives to the same extent as if the Company had breached these confidentiality provisions directly.

Nothing in these Terms of Use shall prohibit the Company, any User or any of their respective Representatives from disclosing any Information to the extent required by applicable law, legal process or other legal compulsion. If the Company, any User or any of their respective Representatives are requested pursuant to, or are required by, applicable law, legal process or other legal compulsion to disclose any Information, the Company and such User will give INEOS Styrolution prompt written notice of such request or requirement so that INEOS Styrolution may seek a protective order or other appropriate remedy or waive compliance with these confidentiality provisions, and the Company and such User will provide reasonable cooperation to INEOS Styrolution to obtain such protective order. If no such protective order or other remedy is obtained, or INEOS Styrolution waives compliance with these confidentiality provisions, the Company and such User (or such other person or entity who is requested or required to make such disclosure) will furnish only that portion of the Information which it, he or she is advised by its, his or her counsel is legally required to be disclosed and will exercise all commercially reasonable efforts to obtain assurances that confidential treatment will be afforded the Information.

At any time upon the written request of INEOS Styrolution, the Company and each User will promptly (a) destroy or deliver to INEOS Styrolution, at their own expense, all copies of written Information which are in their or any of their respective Representatives’ possession and (b) destroy all copies of Information internally generated by them or materials which are based upon or incorporate Information; *provided, however*, that notwithstanding anything to the contrary contained in these Terms of Use, the Company and each User may retain one copy of the Information in the files of the Company’s legal department, which copy may only be used in case of questions raised as to the Company or any User’s compliance with these confidentiality provisions. Notwithstanding the return or destruction of Information, the Company, each User and each of their respective Representatives will continue to be bound by their obligations under these confidentiality

provisions. The Company and each User acknowledges that remedies at law may be inadequate to protect INEOS Styrolution against any actual or threatened breach of these confidentiality provisions by the Company, such User or any of their respective Representatives, and, without prejudice to any other rights and remedies otherwise available to INEOS Styrolution, agrees that INEOS Styrolution may seek equitable relief, including specific performance or the granting of injunctive relief, to protect against any actual or threatened breach of these confidentiality provisions.

### **International users**

This Site is checked, operated and updated by INEOS Styrolution in Germany. It is exclusively intended for usage in North America, South America, Europe, the Near East, Africa, Latin America and Asia/Pacific. INEOS Styrolution does not make any representation or warranty that the information presented on this Site is also correct in places outside of these regions or that any of its products or services will be available in each region with the same appearance, in the same sizes or on the same conditions. Products mentioned on this Site may come in different packaging, in different package sizes or with different lettering or markings, depending on the country. In the event that this Site is accessed by the Company or any User from a place outside of these regions or any of the Site Contents are downloaded from such a place, it is the responsibility of the Company and such User to ensure that it, he or she is in compliance with local legislation applicable in that place.

### **Limited liability**

This Site, the Site Contents and any associated software are being provided by INEOS Styrolution to the Company and each User "as is". The Site Contents are provided based on INEOS Styrolution's knowledge, experience and research. However, allowing access to or use of this Site or the Site Contents (a) does not constitute a representation, warranty or guarantee of any kind by INEOS Styrolution, including but not limited to any representation, warranty or guarantee that the Site Contents are complete or correct, that the Site Contents will be received by the Company or a User in an accurate, complete, correctly sequenced, reliable or timely manner or that access to this Site will be uninterrupted, free from errors, destructive elements or viruses, and (b) shall not result in any liability of any kind of INEOS Styrolution to the Company or any User. Individual pricing information or offers or acceptances made by any Provider to the Company or any User are subject to the confidentiality provisions of these Terms of Use. The Company and each User acknowledges and agrees that the Site Contents may not be up to date at any particular point in time and that each User should confirm any information obtained from this Site prior to using it in any form whatsoever. Any advice given by INEOS Styrolution on or through this Site must be confirmed by one of INEOS Styrolution's authorized representatives as being current, including but not limited to, safety data sheets and technical specifications. No representation, warranty or guarantee is given as to the suitability of any of INEOS Styrolution's products for any intended process and purpose. In the event that the Company or any User requires any advice or instructions concerning INEOS Styrolution's products or services, a INEOS Styrolution authorized representative should be contacted directly. The Company and each User acknowledges and agrees that (i) access to this Site and the Site Contents is at the risk of the Company and such User and (ii) neither INEOS Styrolution nor any third party involved in the writing, production or transmission of this Site will be liable to the Company or any User for damage or injury resulting from access to (or inability to access) this Site, use (or inability to use) this Site, reliance by the Company or any User on any of the Site Contents and any defamatory, offensive or illegal conduct of any other company or user of this Site.

### **Indemnification**

The Company and each User agrees to, jointly and severally, indemnify, defend and hold harmless INEOS Styrolution and its present, former and future directors, officers, equity holders, employees and agents and their respective heirs, executors, personal representatives, administrators, successors and assigns, from and against any and all claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and costs of court, to the extent arising out of

(a) access to or use of this Site, the Site Contents or any service provided by or through this Site or (b) any breach of these Terms of Use by the Company or any User.

**Applicable law**

**THIS SITE AND THE RIGHTS AND OBLIGATIONS OF INEOS STYROLUTION, THE COMPANY AND EACH USER PERTAINING TO ACCESS TO AND USE OF THIS SITE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE FEDERAL REPUBLIC OF GERMANY, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** The provisions of the United Nations Convention on Agreements for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended, shall not apply to this Site or any transactions consummated on or through this Site and are expressly disclaimed by INEOS Styrolution, the Company and each User.

**Submission to Jurisdiction**

The Company and each User hereby (a) irrevocably submits to the personal jurisdiction of any German court sitting in Frankfurt am Main, Germany, over any claim or dispute arising out of or relating to access to or use of this Site or any of the Site Contents and irrevocably agrees that all such claims and disputes shall be heard and determined in such German courts, and (b) irrevocably waives, to the fullest extent permitted by applicable law, any objection it may now or hereafter have to the laying of venue in any proceeding brought in a German court sitting in Frankfurt am Main, Germany, and any claim that any such proceeding brought in a German court sitting in Frankfurt am Main, Germany, has been brought in an inconvenient forum. The Company and each User hereby irrevocably agrees that service of process may be made on it, him or her by mailing, by certified mail, a copy of such process to it, him or her. The Company and each User agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing herein shall affect the right of INEOS Styrolution to serve legal process in any other manner permitted by law.