

Terms and Conditions of Sale for International Sales

1. GENERAL. Any and all sales of material ("**Goods**") and any ancillary technical or other services ("**Services**" and, collectively with Goods, "**Product**") by BVPV Styrenics LLC, Styropek USA, Inc., Grupo Styropek S. A. de C. V. or any of their subsidiaries or affiliates (as identified as the issuer of a SELLER's quotation, written confirmation of order, or invoice, the "**SELLER**") to customers ("**Buyer**" and with the Seller, the "**Parties**") located in countries outside of the United States shall be subject to all of the terms and conditions of sale set forth below except to the extent such terms and conditions of sale ("**Terms**") are incompatible with the provisions that are contained in a written agreement between BUYER and SELLER that has been signed by a corporate officer of SELLER ("**Written Agreement**"). BUYER acknowledges actual receipt of these Terms in writing (as attached to SELLER's acceptance, confirmation, acknowledgement of order, or similar SELLER document) and can be accessed electronically by BUYER from SELLER's website at www.styropek.com). These Terms shall take precedence over any differing terms in any other documentation of BUYER including, but not limited to, any other clauses or terms which appear on any letters, purchase orders, or order slips of BUYER. If BUYER's order or other form states terms additional to or different from those set forth in the Agreement (as defined below), these Terms shall be deemed notification of objection to such additional or different terms. No terms, conditions, or representations other than those set out in these Terms including, but not limited to terms, conditions or representations published or otherwise made by any employee, agent or representative of SELLER, verbally or in writing, shall be binding on SELLER unless expressly agreed to in writing and signed by a corporate officer of SELLER. In the event that BUYER and SELLER have entered into a Written Agreement, these Terms together with the Written Agreement shall constitute the entire agreement between BUYER and SELLER (these Terms, together with a Written Agreement (if any) are collectively referred to herein as, the "**Agreement**"). Acceptance of the Agreement by BUYER shall be deemed to have occurred at the earlier of:

- (i) 7 days from the date specified on SELLER's written confirmation of order unless written objection is received by SELLER during such 7 day period,
- (ii) SELLER's identification of existing goods as goods to which this Agreement refers, or
- (iii) onset of SELLER's manufacture of future goods.

These Terms and any other Agreement, including all schedules, attachments, and/or exhibits, has been discussed, is written in and shall be interpreted in the English language. If these Terms and/or any other Agreement is translated into another language and/or registered with any governmental authority, except to the extent prohibited by applicable laws, statutes, ordinances, codes, regulations or other governing authorities including, without limitation, all environmental, workplace, health, and safety laws (collectively, "**Applicable Laws**"), such translation shall include the original English text alongside such translation and, in the event of any conflict or ambiguity the English version shall govern (except to the extent prohibited by Applicable Laws).

2. PRICE AND PAYMENT TERMS. The price for Product will be as specified in SELLER's invoice. Unless otherwise specifically set forth in a document originating from SELLER, all prices are in U.S. dollars, are stated net EXW (INCOTERMS 2020) SELLER's designated shipping facility, provided however the Parties agree that SELLER shall arrange, and pay for, packaging and freight costs, but not insurance or applicable duties, taxes, tariffs, or other charges ("**Charges**") which may be imposed upon the sale or use of the Products. Such Charges shall remain BUYER's sole responsibility, and any such Charges paid by, or on behalf of, SELLER shall be for BUYER's account. If payment in full is not received by SELLER by the due date set forth in SELLER's invoice, or if no such due date is set forth in SELLER's invoice within thirty (30) days of the first to occur of BUYER's receipt of such invoice or delivery of the Product associated therewith, time being of the essence, and without setoff, withholding, counter-claim, abatement, or other deduction, then all sums then owing to SELLER by BUYER shall become due and payable immediately and SELLER shall be entitled, without prejudice to any other right or remedy available to SELLER hereunder, at law, in equity or otherwise, to do all or any of the following:

- (i) to charge interest on any amount outstanding at the rate equal to the lesser of 1% (12% per year) or the maximum rate of interest permitted under Applicable Law (as defined in Section 7 below), payable on the first day of default and on the first day of every month thereafter until paid in full; and/or
- (ii) to cancel or suspend any or all further provision of Product hereunder and under any other contract between SELLER and BUYER, without notice.

BUYER also shall pay to SELLER on demand all expenses, including reasonable legal fees and costs of collection, incurred by SELLER in protecting or enforcing any of its rights under the Agreement. SELLER may, at its sole discretion, change any transportation term, any price change notification period, any pricing related provision or any other commercial terms by delivering written notice (the "**Change Notice**") to BUYER in accordance with Section 11 below. The

Change Notice shall specify the change and the effective date of the change, which shall be no less than fifteen (15) days after the date of the Change Notice. No later than fifteen (15) days after the date of the Change Notice, BUYER shall deliver to SELLER written notice specifying whether BUYER accepts or rejects the change described in the Change Notice (the "**Buyer Notice**"). If BUYER does not deliver the Buyer Notice within such period, BUYER shall be conclusively deemed to accept the change as described in the Change Notice. If BUYER delivers within such period a Buyer Notice citing such change, SELLER shall, no later than ten (10) days after the date of delivery of Buyer Notice, deliver written notice to BUYER pursuant to which SELLER either withdraws the change or terminates any contract with BUYER for the sale of Product (and any such termination shall be without penalty to, or liability of, SELLER) on or before the thirtieth (30th) day after the date of delivery of the Buyer Notice. The change specified in the Change Notice shall operate from its effective date until it is withdrawn, superseded by another Change Notice or the contract for the sale of Product is terminated. SELLER may, at its sole discretion, grant credit to BUYER in respect of Product purchased hereunder upon such terms and conditions as SELLER acknowledges from time to time. BUYER agrees and acknowledges that SELLER may at any time refuse to grant or extend credit to BUYER or that SELLER may demand immediate payment of all indebtedness outstanding in respect of Product purchased hereunder. Additionally, in the event that SELLER determines, in its sole and absolute discretion, at any time prior to or following commencement of its performance hereunder that BUYER is not credit worthy or is unable to pay its debts as they fall due, to the maximum extent permitted under Applicable Law, SELLER may change the payment terms upon notice to BUYER, including requiring payment be made by cash in advance of shipment.

3. LIMITED WARRANTIES; INSPECTION AND CLAIMS PROCEDURES.

- a) Limited Warranty for Goods. SELLER warrants that Goods supplied by SELLER to BUYER shall be in accordance with SELLER's standard manufacturing specifications, when delivered. This limited warranty does not apply beyond the original sale of Goods to BUYER, to Goods that are manufactured by third parties, or to defects, damage or loss of Goods caused by:
- (i) abnormal wear and tear;
 - (ii) misuse, accident, neglect, improper application, testing, storage or installation, overloading, abnormal physical stress, abnormal environmental conditions, or use or installation contrary to any instructions issued by SELLER;
 - (iii) any cause beyond the control of SELLER;
 - (iv) unauthorized use in combination with third party-manufactured product; or
 - (v) claims asserted by BUYER after the expiration of the Inspection Period (as defined below).

Any unauthorized modification or adjustment of Goods voids the limited warranty set forth herein. BUYER shall inspect Goods within thirty (30) days of receipt (the "**Inspection Period**") and either accept or reject such Goods as being in conformity with the warranty set forth herein. BUYER will be deemed to have accepted such Goods and SELLER shall have no liability for any nonconformity with respect thereto unless BUYER notifies SELLER in writing of the alleged nonconformity and provides substantiating documentation with respect thereto to SELLER during the Inspection Period. If BUYER timely notifies SELLER of alleged nonconforming Goods (together with substantiating documentation) and if SELLER determines that Goods do, in fact, fail to conform to the warranty herein, SELLER shall, in its sole discretion:

- (1) replace such Goods;
- (2) refund the purchase price for such Goods; or
- (3) credit the purchase price for such Goods to BUYER's account for use against future sales made by SELLER to BUYER.

BUYER acknowledges and agrees that the remedies set forth in this Section are BUYER's exclusive remedies for the delivery of Goods that are confirmed to fail to conform to the limited warranty set forth herein.

- b) Limited Warranty for Services. SELLER warrants for the two (2)-week period commencing on completion of any Services (the "**Services Warranty Period**") that it will perform such Services using personnel of required skill, experience, and qualifications and in a professional manner (the "**Services Limited Warranty**"). Except as set forth in the immediately preceding sentence, Services provided hereunder are provided on an as-is, where is basis with no other warranty whatsoever. BUYER shall notify SELLER in writing during the Services Warranty Period of any alleged failure of the Services to conform to the Services Limited Warranty. Any failure to properly and timely notify SELLER hereunder within the Services Warranty Period of an alleged failure of the Services to conform to the Services Limited Warranty shall be deemed to be an acceptance by BUYER of the Services and a waiver by BUYER of any rights under such Services Limited Warranty. In the event that BUYER believes in good faith that Services fail to conform to the Services Limited Warranty, and SELLER verifies the same, BUYER's sole and exclusive remedy shall be for SELLER to repair or re-perform any Services (or the defective portion thereof), or for SELLER to credit or refund the fees for such Services, as SELLER may elect in its sole discretion; provided, however, that SELLER's obligation to repair or replace defective Services or credit or refund the fees for such Services is conditioned upon BUYER timely notifying SELLER in writing during the Services Warranty Period.
- c) Warranty Terms Applicable to All Products. SELLER's advice relating to the technical usage of Product or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with SELLER's knowledge at that time, but shall at all times be deemed to be non-binding. Such

advice does not relieve BUYER from the obligation, and BUYER accepts full responsibility, to confirm for itself the suitability of Product for BUYER's intended purpose(s). The limited warranties described in this Section 3 are in lieu of all other warranties. BUYER and SELLER agree that SELLER does not make or intend, and SELLER does not authorize any agent or representative to make any other warranties, express or implied and that SELLER expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, any warranty against infringement of intellectual property rights of a third party, or with respect to services any warranty of title, whether or not that purpose is known to SELLER. All other warranties and conditions, express or implied, not specifically agreed to in writing by SELLER, are expressly excluded.

4. SELLER'S RIGHT TO ACCEPT OR REJECT ORDERS AND QUANTITY OF GOODS. SELLER has the right, in its sole discretion, to accept or reject any purchase order or other request submitted by BUYER subject to the terms of any applicable Written Agreement. SELLER shall accept such an order or request, if at all, by confirming the same (whether by written or verbal confirmation, sales order confirmation or other acknowledgment, invoice or otherwise, including by the act of purchasing items for resale to BUYER, the act of purchasing raw material or other items for production of Goods or in anticipation of providing Services for BUYER, or the act of otherwise initiating production of Product for BUYER) or by delivering Product, whichever occurs first. No order is binding on SELLER unless accepted by SELLER as provided in these Terms. BUYER unconditionally agrees to purchase all Product in an order accepted by SELLER pursuant to these Terms and BUYER shall have no right to cancel an order once accepted by SELLER. SELLER will not be required to deliver to BUYER a quantity of Goods exceeding that specified in the Written Agreement or, if there is no Written Agreement between BUYER and SELLER, the quantity stated by SELLER at the time SELLER confirms BUYER's order. If no monthly quantity is specified in the Written Agreement, SELLER may limit the quantity to be supplied in any month to the lesser of the minimum annual volume divided by twelve or the average of the monthly quantities shipped during the expired months of the Written Agreement. SELLER's certified scale tickets shall determine the quantity of all bulk shipments, whether by rail, truck or otherwise. SELLER reserves the right to deliver Goods deviating from the specified weight or quantity by up to 1.5%. In the event that SELLER re-weighs a bulk shipment at the request of BUYER, all costs of such re-weigh shall be paid by BUYER.

5. DELIVERY. Goods will be delivered by SELLER when the Goods are placed in the custody of the first carrier engaged to transport the Goods. Title, together with the risks and benefits of ownership including without limitation the risk of loss of Goods, shall pass to BUYER when the Goods are delivered to BUYER. Notwithstanding the foregoing, to secure BUYER's payment obligations hereunder, BUYER hereby grants to SELLER a purchase money security interest in and to the following currently existing or hereafter acquired personal property of BUYER:

- (i) all Goods in BUYER's inventory, and
- (ii) proceeds of Goods, including, without limitation, all accounts, contract rights, cash and general intangibles arising from the sale or other disposition of Goods, and all payments under insurance (whether or not SELLER is a loss payee thereof) or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to Goods or such proceeds thereof.

BUYER authorizes SELLER to file such financing statements, continuations, and amendments, and to do all such other acts, as in SELLER's judgment may be necessary or appropriate to establish, perfect, and maintain a valid and prior security interest in the collateral described above.

BUYER will promptly load or unload Goods at the Transportation Destination (as defined below) at its own risk and expense, including any demurrage or detention charges by SELLER or carrier. Delivery times or dates provided by SELLER are estimates for planning purposes only and time shall not be of the essence and SELLER's liability for early, late or failure to deliver is expressly subject to the provisions of Section 7 and Section 8 of these Terms. Upon arrival and placement of the railcar, bulk truck, or other transporting vehicle (the "**Equipment**") at the Transportation Destination, BUYER will be responsible for promptly unloading the Equipment in a manner that does not damage the Equipment, and for promptly releasing the Equipment empty, and in a condition suitable for loading by SELLER. BUYER shall make no use of such Equipment other than BUYER may use, subject to any demurrage or detention charges, the Equipment for temporary storage of Goods at the Transportation Destination only while promptly unloading. Without limiting the foregoing, BUYER shall not use such Equipment to transport or store any other products. At no time prior to the empty return to SELLER of any railcar used to deliver Goods shall BUYER cause the railcar to be transported to any other location without the express prior written consent of SELLER. All movement or temporary storage of any such railcar shall be at the risk and expense of BUYER and BUYER shall indemnify and hold SELLER harmless from any claims, costs, expenses or damages arising from the unloading, movement, or temporary storage or other use of the railcar prior to its empty return to SELLER. Without prejudice to any other right or remedy available to SELLER hereunder, at law, in equity or otherwise, failure by BUYER to take delivery of any one or more installments of Goods delivered in accordance with these Terms shall entitle SELLER to either:

- (1) return and store such Goods until they are ready for collection and charge BUYER for the cost of the return and storage and all other costs and expenses incurred in connection therewith; or
- (2) sell such Goods to an alternative purchaser at a price to be determined by SELLER with BUYER remaining liable to SELLER for any difference in the sale proceeds thereof and the cost of undertaking such alternative sale.

Services will be performed at such time or times as are agreed upon in writing by SELLER and BUYER.

6. TRANSPORTATION DESTINATION. As further detailed in Section 2 above, notwithstanding the EXW shipping term, SELLER shall arrange for and pay for transportation of Goods to the transportation destination specified in the bill of lading ("**Transportation Destination**").

7. LIMITATIONS ON LIABILITY AND INDEMNIFICATION. SELLER's total liability for product sold hereunder, whether based on contract, tort, negligence or any other legal or equitable theory, will not exceed the selling price of the goods involved in the claim or the fees for the services rendered, as applicable. To the greatest extent permitted by Applicable Law, neither Party will be liable to the other for any prospective profits, special, incidental, indirect, exemplary, consequential, enhanced or punitive damages, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen, regardless of the legal or equitable theory (contract, tort, negligence or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Subject to the express terms of these Terms (including without limitation section 3 hereof that provides for a shorter period with respect to warranty claims), all claims against SELLER arising in connection with these Terms and the transactions hereunder must be brought within one year after the cause of action arises, and BUYER expressly waives any longer statute of limitations. Depending on where a BUYER is located, Applicable Laws may not allow for some or all of the liabilities as set forth above to be excluded. In such cases these provisions shall be reformed and interpreted in accordance with section 12 below. BUYER assumes all risk and responsibility for handling of the Product following delivery, for the results obtained by the use of the Product in a manufacturing process or otherwise, and for the results obtained by the use of the Product in combination with other substances, irrespective of the fact that such use or handling of Product is in accordance with any description, advice, or suggestion of SELLER. The provisions of this section 7 will survive termination or performance of this transaction. BUYER will defend, indemnify, and hold SELLER, its officers, agents, employees and principals, harmless from and against any and all liability (whether strict or otherwise) for any claim, loss or expense, direct or indirect, on account of:

- (i) any injury, disease, or death of any person (including BUYER's employees and customers) or damage to property (including BUYER's or its customers') arising out of the transportation, storage, handling, sale, use in any manufacturing process or disposal of Goods from and after their delivery by or on behalf of SELLER;
- (ii) any injury, disease, or death of any person (including SELLER's personnel) or damage to property (including SELLER's personal property) arising out of the acts or omissions of BUYER or its personnel while SELLER or its personnel are providing Services; or
- (iii) BUYER's violation of these Terms or any Applicable Laws.

8. **EXCUSES FOR NONPERFORMANCE.** Either SELLER or BUYER will be excused from its obligations (other than payment obligations) hereunder to the extent that performance is delayed or prevented by any circumstances, direct or indirect, reasonably beyond its control including but not limited to fire, war, civil disturbance, terrorism, floods, accidents, explosion, mechanical breakdown, strikes or other labor trouble, national or regional emergency, including without limitation pandemics, epidemics or quarantine restrictions, temporary plant shutdown or ultimate closure, supply chain disruption, action by any governmental authority, Applicable Laws, shortage of adequate power or transportation facilities, unavailability of or interference with the usual means of transporting the Product or compliance with any law, regulation, order, recommendation or request of any governmental authority. In addition, SELLER will be so excused in the event it is unable to acquire from its usual sources on terms it deems to be reasonable, any raw materials or other items necessary for manufacturing or providing the Product, or if all or any portion of the equipment, labor, physical plant, facility(ies) or other matters necessary in SELLER's determination for the manufacture or provision of Product is diminished or ceases to be made available to SELLER on commercially reasonable terms as determined by SELLER. If, because of such circumstances, there should be a shortage of any Product from any of SELLER's production facilities, SELLER will not be obligated to change its supply point for BUYER, purchase Product or associated raw materials for BUYER or to change the facility where Product is manufactured for BUYER in order to perform this Agreement and SELLER may apportion its available Product among itself, its affiliates and all its customers in such manner as SELLER, in its sole discretion, determines is reasonable. Quantities of Product consequently not shipped will be deducted from any applicable remaining quantity obligation.

9. **RESPONSIBLE CARE®.** BUYER and SELLER agree that they are each fully committed to the principles of Responsible Care (the chemical industry's environmental, health, safety and security performance initiative, as further detailed below for purposes of these Terms). BUYER will familiarize itself with all Technical Data Sheet, Safety Data Sheet and other technical information made available, or otherwise transmitted, to BUYER by SELLER with respect to the handling, storage, safety, transport, and/or use of the Goods (collectively, "SELLER Data Sheets"). BUYER acknowledges that the SELLER Data Sheets contain Goods information and describes precautions, if required, associated with such things as environmental, safety, and health information including without limitation transportation, delivery, unloading, discharge, storage, handling, and use of the Goods, as applicable. BUYER will instruct its personnel, agents, contractors, customers or any third party who may be exposed to the Goods about such information and precautions, and any requirements and/or risks involved in using or handling the Goods and to make copies of information made available by SELLER to such parties. BUYER assumes full liability and responsibility for compliance with the SELLER Data Sheets and to ensure no misuse of the Goods in any manner. After delivery by SELLER hereunder, BUYER assumes full liability and responsibility for compliance with the SELLER Data Sheets and to ensure no misuse of the Goods in any manner. BUYER shall comply with all Applicable Laws and the codes of practice of the American Chemistry Council or the Chemistry Industry Association of Canada, as the case may be (collectively, the "Codes of Practice"), including without limitation with respect to its use, handling, storage, transportation and disposal of Goods. BUYER and SELLER (in either case, herein referred to as the "**Notifying Party**") shall have the right, but not the obligation, to suspend delivery or receipt of Goods upon thirty (30) days prior written notice to the other Party (herein referred to as the "**Receiving Party**") if, in the Notifying Party's judgment, the Receiving Party is not in conformance with all such Applicable Laws and Codes of Practice. Delivery or receipt of Goods will recommence at the time when the Notifying Party, in its sole judgment, is satisfied that the Receiving Party is in conformance with all such Applicable Laws and Codes of Practice. If the Receiving Party is unable or unwilling to conform to such requirements within ninety (90) days of receiving the Notifying Party's notice that it is suspending delivery or receipt of Goods, the Notifying Party shall have the right, but not the obligation, to

terminate any order for Goods or any Written Agreement between SELLER and BUYER for the supply of Goods. Subject to mutually agreeable times and formats, each of the Parties agrees to allow the other access to its facilities from time to time to assess conformance by the other Party with all Applicable Laws and Codes of Practice, provided that no such assessment shall be intended or interpreted as a representation or warranty of conformance, and there shall be no liability of any kind created between SELLER and BUYER or any other party in connection with the performance, failure to perform, or negligent performance of any such assessment. In the event of an incident during transportation of Goods hereunder, SELLER may at its discretion provide technical advisors to advise emergency response personnel on the handling of Goods, but in no event shall such advice be interpreted or construed as creating any duty, liability or obligation to BUYER on the part of SELLER with respect to such Goods or incident.

10. TERMINATION. In addition to any other right or remedy specified in these Terms or that is available to SELLER at law, in equity or otherwise, SELLER may terminate any or all transactions hereunder upon written notice to BUYER and without liability therefore if: (i) BUYER breaches any provision of these Terms (other than its obligation to pay any amount hereunder which is addressed in Section 2), and either the breach cannot be cured or, if the breach can be cured, it is not cured by BUYER within fifteen (15) days after BUYER's receipt of written notice of such breach; (ii) BUYER becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; (iii) BUYER fails to observe or perform any term, covenant or condition on BUYER's part to be observed or performed under any agreement with SELLER, other than these Terms, and such default continues beyond any grace period set forth in such other agreement for the remedying of such default; or (iv) if BUYER sells, transfers or disposes of all or substantially all of its assets, or merges or consolidates with any other entity.

11. NOTICES. Notice by either SELLER or BUYER shall be by prepaid mail or facsimile addressed to the other Party at its address set out in any Written Agreement. If there is no Written Agreement, notices to BUYER will be sent to the address to which invoices are sent by SELLER and notice to SELLER will be sent to the attention of Vice President, Legal at 1555 Coraopolis Heights Road, Moon Township, PA 15108. Notice will be considered given ten days following the time it is deposited with the Postal Service, or internationally recognized express courier, in the case of mail and when faxed with a receipt confirmation in the case of facsimile.

12. SEVERABILITY AND WAIVER. Should any provision of these Terms be or become illegal, invalid, or unenforceable, such provision shall be considered separate and severable from these Terms and the remaining provisions shall remain in force and be binding upon SELLER and BUYER as though such provision had never been included. Any waiver by SELLER of any breach of any term or condition of these Terms shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

13. ASSIGNMENT. Neither these Terms nor any Written Agreement may be assigned in whole or in part by BUYER, whether by operation of law or otherwise, without the express prior written consent of SELLER, which consent may be withheld for any reason whatsoever.

14. GOVERNING LAW AND LANGUAGE, MANDATORY ARBITRATION, AND RELATED MATTERS. Unless otherwise expressly agreed, for sales of Product under these Terms, these Terms and any other Agreement will be interpreted and the rights, obligations and liabilities of the Parties determined in accordance with the laws of the Commonwealth of Pennsylvania, United States of America excluding, the application of its conflicts of law provisions. Except where prohibited by Applicable Law, all claims, controversies, or disputes arising between the Parties with respect to these Terms or any Written Agreement, shall be submitted to and finally resolved by binding arbitration pursuant to the International Chamber of Commerce ("ICC") Rules of Arbitration. Either Party may file a written demand for Arbitration with the ICC's office closest to Pittsburgh, Pennsylvania, and shall send a copy of the demand for Arbitration to the other Party. The arbitration shall be conducted pursuant to the ICC Rules of Arbitration, except that discovery may be had in accordance with the United States Federal Rules of Civil Procedure and all decisions and awards rendered shall be accompanied by a written opinion setting forth a reasonably detailed rationale for such decisions and awards. Unless otherwise prohibited by Applicable Laws (or as expressly noted in any country-specific terms at the end of these Terms), the venue for arbitration shall be determined regionally as follows:

- (a) for sales in the Asia region, the venue for arbitration will be in Singapore;
- (b) for sales in South America and Central America, the venue for arbitration will be in Houston, Texas, USA;
and
- (c) for sales in Canada, the venue for arbitration will be in Toronto, Ontario, Canada; and
- (d) for all other international sales (outside of the United States of America), the venue for arbitration will be in Madrid, Spain.

The Parties shall be permitted at least 6 months from the date of the filing of the Arbitration demand to conduct discovery. Unresolved discovery disputes shall be submitted to the arbitrator(s). The arbitration shall be conducted in the English language before three arbitrators selected through the ICC's arbitrator selection procedures. Unless the Parties otherwise mutually agree, the arbitrators will render a reasoned, written award within 30 days of the completion of the hearing. Regardless of whether either Party substantially prevails as a result of the Award, each Party will be responsible for its own attorney's fees and costs. The decision of the arbitrators shall be final, binding and conclusive upon the Parties. Notwithstanding any other provision in this Section, either Party may seek only injunctive or declaratory relief to enforce the terms of this Agreement by filing an action seeking such relief only in any court of competent jurisdiction. To the extent permitted by Applicable Laws, BUYER hereby waives any right to a trial by jury on any claim, demand, action, cause of action, or counterclaim arising under or in any way related to

these Terms or the sale of product hereunder under any theory of law or equity, whether now existing or hereafter arising. BUYER acknowledges and agrees that it is subject to the United States of America rules, laws and requirements governing the export and/or reexport of SELLER's products including, but not limited to the Export Administration Regulations, the International Traffic in Arms Regulations, regulations promulgating financial transaction restrictions administered by the United States Department of the Treasury, Office of Foreign Asset Controls or any of the laws, rules and regulations regarding prohibited and restricted Parties, the International Emergency Economic Powers Act, the United States Export Administration Act, the United States Arms Export Control Act, the United States Trading with the Enemy Act, and all regulations, orders and licenses issued thereunder (collectively the "**Export Laws**"). BUYER warrants that it is and will remain in compliance with all such Export Laws. BUYER additionally warrants that none of BUYER, its officers, directors, employees, representatives, shareholders, partners, or others holding direct or indirect ownership interests have been, nor are currently, debarred, suspended, prohibited, or impaired from exporting, reexporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. In particular, BUYER hereby gives assurance that unless notice is given to and prior authorization is obtained as required by the Export Laws, BUYER will not knowingly reexport, directly or indirectly, any Products, technology, or any technical data transferred by SELLER to BUYER to any destination or person or entity in violation of the Export Laws. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or any Agreement.

15. **SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF PARTIES.** These Terms are binding on and inure to the sole benefit of SELLER and BUYER and their respective permitted successors and permitted assigns. Nothing herein, express or implied, confers on any third party (including without limitation any subsequent purchaser of Product or other products manufactured by or on behalf of BUYER that utilize Product) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Nothing in these Terms creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between SELLER and BUYER. Neither SELLER nor BUYER has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other or to bind the other to any contract, agreement or undertaking with any third party.

16. **INTELLECTUAL PROPERTY RIGHTS.** SELLER retains all exclusive right, power and authority as to all of its patents, U.S. and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names and domain names, and other similar designations of source, sponsorship, association or origin, trade secrets, works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, and all other intellectual property and industrial property rights, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world (collectively, "SELLER IP"). BUYER shall not misrepresent its right, title or interest in or to any SELLER IP and shall not dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of SELLER, nor directly or indirectly attempt to acquire or damage the value of the goodwill associated with any of the trademarks of SELLER, nor counsel, procure or assist any third party to do any of the foregoing. BUYER will not register, file, or otherwise institute any proceedings with respect to the trademarks of SELLER either in BUYER's own name or on behalf of SELLER without express written permission of SELLER, including without limitation registering, renting, leasing or otherwise transacting in any Internet domain names that include SELLER's name, the name of any of SELLER's Products, any other trademark hereunder, or any word, phrase or mark that is confusing similar to any of the above. BUYER acknowledges and agrees that:

- (i) BUYER shall not acquire any ownership interest in, or independent right to use, any SELLER IP under these Terms;
- (ii) any goodwill derived from the use by BUYER of SELLER IP inures to the benefit of SELLER;
- (iii) notwithstanding the foregoing, if BUYER acquires any rights in or relating to any SELLER IP (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to SELLER, without further action by either of the Parties;
- (iv) BUYER shall use SELLER IP solely for purposes of using Product and only in accordance with these Terms and the instructions of SELLER.

SELLER retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation concerning Product or that otherwise includes SELLER IP, and the same may not be copied or disclosed to others without SELLER's express written consent and must be promptly returned to SELLER upon SELLER's request.

17. **MODIFICATIONS TO TERMS AND CONDITIONS OF SALE.** Except to the extent expressly prohibited by Applicable Laws, SELLER reserves the right to modify these Terms at any time and from time to time and BUYER is advised to check SELLER's website at www.styropek.com/USA-BVPV-termsandconditions periodically for updates. Any terms existing on such website that vary from or supplement these Terms are hereby incorporated by reference and shall control in the event of a conflict with these Terms. In continuing to purchase Product from SELLER after publication of any modification or supplementation of these Terms on such website, BUYER agrees to any such modified or supplemental terms as if they were fully set forth herein.

COUNTRY-SPECIFIC TERMS AND CONDITIONS: Notwithstanding anything to the contrary set forth above, if you are a BUYER in a country referenced below, these Terms are hereby expressly modified as follows:

18. APPLICABLE IN THE PROVINCE OF QUEBEC ONLY.

- (A) This paragraph applies if BUYER is located in the Province of Quebec or if any currently existing or hereafter acquired personal property of BUYER or Hypothecated Property (as defined below) is located, in whole or in part, in the Province of Quebec and replaces the purchase money security interest provisions as set forth in Section 5 above. As security for payment of any present and future indebtedness of BUYER in any amount due and owing directly or indirectly to SELLER, BUYER hereby grants in favour of SELLER a movable hypothec without delivery (the "Hypothec"), dated as of the date hereof, for the principal amount equal to the purchase price set forth in applicable invoices issued by the SELLER in CDN\$, plus an additional hypothec of 20%, the whole with interest from the date hereof at the rate of 25% per annum, calculated daily and compounded monthly. The Hypothec charges the universality of BUYER's movable property, present and future, corporeal and incorporeal, including but not limited to all of BUYER's equipment, inventory, assets, accounts receivable, promissory notes, chattel paper, letters of credit, securities and all other investment property, general intangibles, money, deposit accounts, any other contractual rights, claims or rights to the payment of money, and all fixtures and movable property of every kind and nature wherever located or hereinafter acquired (collectively, the "Hypothecated Property"). The Hypothecated Property will extend to include (a) the product of any sale, lease, rental, or other disposition of a Hypothecated Property, (b) the proceeds, fruits and revenues of the Hypothecated Property (including insurance indemnities) and (c) all titles, documents, registers, invoices and accounts evidencing the Hypothecated Property. BUYER shall execute, at SELLER's request, such other and further documents as may be necessary or desirable to constitute, maintain and preserve such Hypothec in favor of SELLER over the Hypothecated Property in the Province of Quebec. Notwithstanding anything the contrary provided herein, the foregoing as it relates to the creation and enforcement of the movable Hypothec, shall be construed, and interpreted in accordance with the laws of the Province of Quebec. The Agreement constitutes a written deed of hypothec under the Civil Code of Québec. BUYER confirms and agrees that: (i) value has been given by SELLER to BUYER; (ii) BUYER has rights in all existing Hypothecated Property and the power to transfer rights in the Hypothecated Property to SELLER; and (iii) BUYER and SELLER have not postponed the time for attachment of the Hypothec, and the Hypothec shall attach to existing Hypothecated Property upon the date hereof and shall attach to Hypothecated Property in which BUYER hereafter acquires rights after the date hereof.
- (B) FRENCH LANGUAGE. Notwithstanding anything to the contrary set forth above, including without limitation in Section 1 above, these Terms are in the English language. In any dispute, the English-language version of such documents shall prevail over any other versions translated into any other language. BUYER hereby acknowledges and agrees that a French version of these Terms was first presented to it, and hereby confirms its preference to enter into and execute the English version of these Terms and to have all documents relating to it, including related notices, drawn up in English. *Ces modalités sont rédigées en anglais. En cas de différend, la version anglaise de ces modalités prévaut sur toute autre version traduite dans une autre langue. L'acheteur reconnaît et accepte par la présente qu'une version française des présentes modalités lui a été présentée pour la première fois, et confirme par la présente sa préférence pour la conclusion et la signature de la version anglaise des présentes modalités, et pour la rédaction en anglais de tous les documents qui s'y rapportent, y compris les avis y afférents.*

19. APPLICABLE IN MEXICO ONLY.

- (A) GOVERNING LAW AND MANDATORY ARBITRATION. Notwithstanding anything to the contrary set forth in Section 14 above, in the event of a sale of Product under these Terms and Conditions of Sale to a BUYER located in Mexico, these Terms and Conditions of Sale shall be interpreted, and the rights, obligations and liabilities of the Parties determined in accordance with the laws of Mexico, excluding the application of its conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods. The Parties mutually agree that claims, controversies, or disputes arising between the Parties with respect to these Terms or any Written Agreement (a "Dispute"), shall be submitted to and finally resolved by the Federal Consumer Protection Agency (Procuraduría Federal del Consumidor) in Mexico. Either Party may file a written demand for Arbitration with the Consumer Protection Service Unit located near the Party's domicile. The arbitration shall be conducted pursuant to the Rules of Arbitration established in the Federal Consumer Protection Law, and all decisions and awards rendered shall be accompanied by a written opinion setting forth a reasonably detailed rationale for such decisions and awards. The Parties shall be permitted at least 6 months from the date of the filing of the Arbitration demand to conduct discovery. Unresolved discovery dispute shall be submitted to the arbitrator. The arbitration shall be conducted in the Spanish language before the arbitrator assigned by the Consumer Protection Office. Regardless of whether either Party substantially prevails as a result of the Award, each Party will be responsible for its own attorney's fees and costs. The decision of the arbitrators shall be final, binding, and conclusive upon the Parties. Notwithstanding any other provision in this Section, either Party may seek only injunctive or declaratory relief to enforce the terms of this Agreement by filing an action seeking such relief only in any court of competent jurisdiction.

