

## **General Terms and Conditions of Sale** **SNETOR US, INC.**

These General Terms and Conditions of Sale (hereinafter the “General terms”) define the terms and conditions under which SNETOR US, INC., and the other companies of the Snetor group (hereinafter collectively “Snetor” or “Seller”) sell Products and/or invoice services provided to their clients in the United States, Canada and Mexico (hereinafter the “Customer(s)” or “Buyer(s)”).

Snetor and Customer may be individually referring to as a “Party” and collectively as the “Parties”.

### **Article 1 - Definitions**

For the purposes of these General Conditions and the agreements and/or Orders to which they apply:

- The term “Claim” shall mean all claims, losses, damages (including, but not limited to, special, punitive, exemplary, general, compensatory, direct, indirect, incidental, or consequential damages), demands, causes of action, lawsuits, proceedings, spousal and survivor’s actions, fines, penalties, taxes, judgments, liens, encumbrances, costs, obligations (including indemnities), and liabilities of every kind and character, under common law, equity, statute, or otherwise, whether based on tort, contract, or statutes, that may or could be asserted, including, without limitation, any and all reasonable costs, expenses, and fees related to investigation, settlement, defense and litigation, including court costs, reasonable attorneys’ and experts’ fees, arising out of, related to, or in any way connected with these General Terms or relevant Order(s).

- The term “Customer” means any person or entity that places an Order for Products and/or services with Snetor.

- The term “Order” shall mean any oral or written order from Customer accepted by Snetor as evidenced by Snetor’s written confirmation of the Order, thereby thus certifying the Customer’s acceptance of these General Terms. As a matter of clarity, any document provided by Snetor to Customer after Snetor’s written acceptance of the Order (e.g. pro forma invoice) shall prevail over any other documents, notably but not limited to, any document of the Customer.

- The term “Product(s)” refers to any Product supplied by Snetor to the Customer.
- Any time period indicated in these General Terms must be interpreted in calendar days.

### **Article 2- Purpose and scope of application**

2.1 Any Order of Products requires and implies the Customer’s full and unreserved acceptance of these General Terms, which shall prevail over any other document of the Customer, and in particular over any general terms and conditions of purchase, unless expressly agreed otherwise in advance and in writing by Snetor. Snetor will not be bound by any variations from or additions to these General Terms and conditions of sale contained in any purchase order, Order, or other document submitted by the Customer. Specific terms in Snetor’s offer shall prevail to the extent they conflict with the terms below. The offer is subject to change without notice until actual receipt of its acceptance in pursuance of the provisions hereof.

2.2 These General Terms apply to all sales of Products by Snetor,

2.3 Any document other than these General Terms, in particular catalogues, leaflets, advertisements and notices, are only informative and indicative, not contractual. These General Terms do not obligate Snetor to accept any Order, and no Order is accepted until Snetor provides written confirmation of its acceptance of the Order. Any offer made by Snetor is subject to change without notice until actual receipt of its acceptance.

Snetor is and shall be an independent contractor with respect to the performance of the Order, and neither Snetor nor anyone employed by Snetor shall be the agent, representative, employee or servant of Customer in the performance of such Order or any part thereof.

Snetor acts as an independent contractor under these General Terms and nothing herein shall be construed as creating a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have authority to enter into agreements of any kind on behalf of the other Party, nor shall either Party have the power of authority to bind the other before third parties in any manner.

### **Article 3 - Intellectual property**

All technical documents and all derivative rights thereof provided to the Customers remain the exclusive property of Snetor and/or its own suppliers, which are the sole holders of the intellectual property rights on these documents, and must be returned to Snetor upon request.

Snetor’s customers undertake not to make any use of these documents that may infringe the industrial or intellectual property rights of Snetor and/or its suppliers and undertake not to disclose them to any third party.

Since Snetor has no control over Customer’s (or others’) processing, sale, use or disposition of any Product (or any product containing Product), including, without limitation, the admixing, reacting or combining of any Product with other products, chemicals or materials, **Customer assumes the entire liability, expense and responsibility therefor and agrees to defend, indemnify and hold harmless Snetor and/or Snetor’s own suppliers and producers from and against all Claims arising out of or related to infringement of any third party’s intellectual property rights, patents on processes practiced by Customer or patents on products made by Customer.**

### **Article 4 - Orders**

#### **4.1 Placing of Orders**

4.1.1 The Order is defined in Article 1 hereof.

4.1.2 Any order placed by the Customer, by any means whatsoever, shall be deemed to have been accepted only upon receipt of the written Order confirmation issued by Snetor. Acceptance shall be subject to credit approval or cash-in advance payment, as provided for in Article 5.5 of these General Terms.

4.1.3 Where the terms of payment provide for the payment of a down-payment, the Order shall only be deemed to have been accepted by Snetor upon receipt of that down-payment, which shall be made no later than 7 (seven) days following the placement of the Order or any other period explicitly agreed upon in writing between the Parties and indicated on the Order. Snetor reserves the right to cancel the Order without penalty if the down-payment is not received within the said time period.

4.1.4 Where the fulfilment of an Order requires the Customer to provide an import licence or equivalent document, Snetor reserves the right to cancel the Order if the necessary document(s) is (are) not provided within 7 (seven) days of the Customer’s receipt of Snetor’s written Order confirmation.

4.1.5 Commercial conditions, prices and technical specifications shall be documented in the Order. Snetor shall not be liable for any shortcomings, errors or other faults vitiating the Customer’s declarations when an Order is placed or executed, particularly as regards to quantities, grades, choice of Incoterm, packaging, customs codes, etc.

#### **4.2 Modification**

4.2.1 Orders transmitted to Snetor are irrevocable, and no addition to, or alteration or modification of the Order shall be valid unless Snetor gives its written consent specifically referring to the relevant Order(s). Otherwise, the terms and conditions of the original Order transmitted shall apply. If the Customer modifies the Order with Snetor’s express written acceptance of such modification, Snetor shall be released from the deadlines initially agreed for the execution of the Order, unless otherwise agreed in writing by both Parties and indicated in the modified Order.

4.2.3 The Customer shall not transfer the benefit of the rights and obligations arising from an Order nor assign all or any portion of an Order to a third party unless (i) the said third party has agreeing to and signing the terms of these General Terms and (ii) Snetor’s prior express written consent has been provided. The General Terms shall bind and inure to the benefit of the successors and permitted assigns of the respective Parties. In order that the Parties may fully exercise their rights and perform their obligations arising under these General Terms, any provisions of these General Terms that are required to ensure such exercise or performance (including any obligation accrued as of the termination date) shall survive the termination of these General Terms and/or the Order.

Notwithstanding anything in the contrary herein, and notably without prejudice to Articles 4.1.3 and 4.1.4, Orders placed by Customer and accepted by Snetor can only be canceled with Snetor’s written consent.

#### **4.3 Quantities**

Given the very nature of the Products, the quantities indicated on the Order shall be considered approximate; Snetor therefore reserves the right, given the difficulty of adjusting weights, particularly but not only in the case of bulk deliveries, to deliver a quantity that may differ by up to ten percent (10%) more or less from that specified on the Order. The quantities invoiced shall be those deemed shown on Snetor’s weight sheet and/or those indicated on the shipping or transport documents.

### **Article 5 - Deliveries**

#### **5.1 Delivery times**

5.1.1 The delivery times indicated by Snetor in the Order are only given as an indication. Snetor shall exercise its commercially reasonable effort to abide by them. However, they

depend on the availability of the Products at the manufacturer's, the logistical lead times used in the industry and the lead times related to the intervention of each of the service providers in the logistics chain.

5.1.2 In the event of a delay in the receipt of the Products due to the Customer, Snetor shall be entitled to invoice the Customer for all costs relating to additional storage and transport as well as any other additional costs relating to this delay, including, in particular, but not limited to, demurrage fees, without the Customer being able to object to this.

5.1.3 Any delay in relation to the indicative delivery times initially planned in the Order shall not justify cancellation by the Customer of an accepted Order and Customer shall not be entitled to any compensation (such as liquidated damages) payable by Snetor to Customer. Snetor shall have no liability for a delayed delivery.

## 5.2 Risks

The transfer of risks on the Products shall be carried out in accordance with the INCOTERM indicated in the Order. Regardless of the applicable risk transfer procedures, Snetor's choice of carrier shall in no way entail its liability for destruction, damage, loss or theft during the transport. Snetor assumes no liability for failure of discharge implements or unloading equipment used by Customer, whether or not supplied by Snetor.

## 5.3 Transport

Notwithstanding anything in the contrary herein, it is the Customer's responsibility, in the event of damage to the Products delivered and/or shortages, to immediately and no later than five (5) days upon delivery and receipt of the Products to notify all necessary reservations to the carrier and to inform Snetor of these reservations, by e-mail with Snetor's acknowledgement of receipt or by any other means enabling the Customer to prove good receipt of these reservations, in accordance with the provisions of Article 9 of these General Terms..

In the absence of the notifications provided for in this Article 5.3 and in Article 9, the Products shall be considered to have been accepted without reservation by the Customer, and Customer waives its rights it may have against Snetor on such Products.

## 5.4 Receipt

5.4.1 Without prejudice to the provisions of Article 5.3, in the event of defects or shortages, any Claim related to the Products delivered must be made in accordance with the conditions of Article 9 below.

5.4.2 Any Claim made by the Customer under the conditions and in accordance with the procedures described in Article 9 shall not suspend the Customer's performance of its payment obligations for the Products concerned when due.

## 5.5 Customer's creditworthiness

Snetor accepts Orders in consideration of the Customer's solvency and in particular of the financial guarantees provided by the Customer. If Snetor has financial insecurity or other reasonable reasons to fear payment difficulties on the part of the Customer on the date of the Order being placed or afterwards during performance of the Order, or if at any time the Customer presents lesser guarantees than those presented when the Order was placed, Snetor may make acceptance of the Order or its continued performance of ongoing Order(s) subject to cash in advance payment or to the Customer providing additional guarantees to Snetor. In this case, Snetor shall also have the right, prior to the acceptance of any Order, as well as during the execution of Order(s), to require the Customer to provide accounting documents, and in particular profit and loss accounts, even if they are provisional ones, enabling Snetor to assess the Customer's solvency. In the event that the Customer refuses to pay cash in advance, and/or without any sufficient guarantee being proposed by the latter, Snetor may refuse and/or suspend to honour the Order(s) placed and to deliver the associated Product(s) or services, without the Customer being able to any claim, such as an unjustified refusal to sell, or to any Claim for any compensation whatsoever.

## 5.6 Refusal – Termination of an Order

In the event that a Customer places an Order with Snetor without having paid any outstanding invoices, Snetor may refuse to honour the Order and to deliver the Product concerned without the Customer being able to claim any compensation or damages whatsoever, for whatever reason.

Either Party (the "Terminating Party") may, without prejudice to any of its other rights, immediately terminate an Order without liability for termination, except as otherwise set forth in these General Terms, by notice in writing to the other Party (the "Defaulting Party") if:

- The Defaulting Party becomes insolvent, makes a general assignment for the benefit of its creditors, applies for or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its assets, has filed a voluntary petition in bankruptcy or has had an involuntary petition in bankruptcy filed against it fails to pay its debts and obligations as they

become due, or if the Terminating Party reasonably believes that any of the above events is likely to occur.

- The Defaulting Party fails to perform any material obligation under, or for any material breach of, the Agreement or any Order and does not cure such failure within ten (10) days after the Terminating Party delivers notice of such failure and its demand for the Defaulting Party's performance. In the event that Snetor is the Terminating Party giving notice of breach pursuant to the preceding sentence, Snetor may, at its option, suspend the performance of any Order(s).
- The Defaulting Party is or becomes subject to legal sanctions for violation of its undertakings in Article 5.7, 15 and the laws and regulations referred to therein.

Any termination of an Order shall be without prejudice to the accrued rights of the Parties existing on the date of such termination, and the continuation and execution of all provisions of these General Terms intended to survive such termination.

## 5.7 Laws and regulations

The Parties respectively agree to comply with all laws, statutes, codes, rules, and regulations, which are now or may become applicable to operations covered by these General Terms or arising out of the performance of the Order.

The Customer is responsible for complying with ALL APPLICABLE LAWS, STATUTES, ORDINANCES AND REGULATIONS OF ANY GOVERNMENTAL AUTHORITY INCLUDING, notably but not limited to the laws and regulations in force relating to the import and use of the Products in their country of destination, including, but not limited to, ensuring conformity of customs code declarations, payment of customs duties, etc.

CUSTOMER SHALL COMPLY WITH, WITHOUT LIMITATION, THE FOREIGN CORRUPT PRACTICES ACT, THE ANTI-MONEY LAUNDERING PROVISIONS OF THE USA PATRIOT ACT AND BANK SECRECY ACT, AND UNITED STATES EXPORT CONTROL AND ENVIRONMENTAL LAWS ("APPLICABLE LAWS").

Snetor shall provide or make available to Customer any information about the Product(s) and describe precautions, if required, associated with such things as transportation, delivery, unloading, discharge, storage, handling and use of the Product, as applicable. Customer will familiarize itself with all such information and precautions transmitted to Customer by Snetor at any time. Customer will instruct its personnel, agents, contractors, customers or any third party who may be exposed to the Product(s) about such information and precautions, and any risks involved in using or handling the Products and to make copies of information made available by Snetor to such parties.

CUSTOMER ASSUMES FULL LIABILITY AND RESPONSIBILITY FOR COMPLIANCE WITH THIS PROVISION AND TO ENSURE NO MISUSE OF THE PRODUCTS IN ANY MANNER.

Customer shall not resell or ship to persons on the Denied Parties List or persons located within embargoed countries (in both cases as defined under the referenced export control laws). Snetor assumes no liability for Customer's failure to comply with Customer's obligations arising under European Union REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) Regulations. Customer shall defend, indemnify and hold harmless Snetor and/or Snetor's own suppliers and producers from and against all Claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees), penalties, and judgments arising out of or related to (i) Customer's (or others') processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of any Product (or any product containing Product) or (ii) Customer's violation of any applicable laws.

In the particular case of sale of EPS Products or any other Products with particular specifications, Customer shall familiarize itself with all content, information and precautions of *Appendix A – Instructions for Unloading EPS* (hereinafter "**Appendix A**") or any other relevant Appendixes and/or documents, which make an integral part of these General Terms and is/are binding upon between the Parties.

Customer shall instruct its personnel, agents, contractors, customers or any third party who may be concerned by the scope and content of Appendix A or any other documents about such information and precautions, and any risks involved in using or handling the relevant Products and to make copies of information made available by Snetor to such parties.

**CUSTOMER ASSUMES FULL LIABILITY AND RESPONSIBILITY FOR COMPLIANCE WITH THE APPENDIX A or any other documents and/or Appendixes AND TO ENSURE NO MISUSE OF THE EPS or particular/specific PRODUCTS IN ANY MANNER, and CUSTOMER SHALL WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SNETOR FROM AND AGAINST**

**ANY AND ALL CLAIMS IN CONNECTION WITH THE COMPLIANCE OF APPENDIX A OR ANY OTHER RELEVANT DOCUMENTS AND/OR INSTRUCTIONS PROVIDED BY SNETOR TO CUSTOMER IN CONNECTION WITH THE PRODUCTS.**

## **Article 6 - Prices**

6.1 The prices are fixed by agreement between Snetor and the Customer on the day of acceptance by Snetor of the Order. They shall always be exclusive of tax and tariffs, in accordance with the INCOTERM referred to in the Order.

Unless expressly stipulated otherwise, prices may exceptionally be changed as a result of significant changes in the terms of Snetor's contracts with its own suppliers or carriers between the time the Order is placed and its written confirmation by Snetor or between the time the Order is placed and the time it is shipped by Snetor.

6.2 Snetor shall not be bound by any penalty clauses appearing on its Customers' commercial documents.

## **Article 7 - Terms of payment**

### **7.1 Payment**

7.1.1 The payment terms are agreed upon in the Order.

7.1.2 All costs related to the payment of invoices shall be borne by the Customer.

7.1.3 Early payment shall not give rise to any discount. Only the actual receipt of the price as set forth in the Order shall be considered as full payment within the meaning of these General Terms.

### **7.2 Non-payment**

7.2.1 In the event of non-payment at a due date and subject to Article 8.4 hereof, all sums owed to Snetor by the Customer in respect of the same Order or any other Orders shall become immediately due and payable, without prior formal notice.

7.2.2 Any sum not paid on the due date set forth in the Order shall give rise to the payment by the Customer of penalties set at three (3) times the legal interest rate in force in the country where the invoice was issued, on the due date indicated on the said invoice, with a minimum of (1%) one percent per month not to exceed the maximum interest rate permitted by applicable law. These penalties shall be automatically payable, upon receipt of the written notice informing the Customer that they have been charged to it.

7.2.3 In addition, Snetor reserves the right to bring an action before the competent court to put an end to this non-performance, subject to a daily penalty for each day of delay. Further, Snetor reserves the right to suspend all outstanding Orders.

## **Article 8 - Retention of title**

8.1 Notwithstanding the INCOTERM used for each Order or transaction, the transfer of ownership of the Products sold by Snetor is suspended until full payment of the corresponding price by the Customer, in principal and accessories, even in the event of extended payment deadlines being granted. Any clause to the contrary, particularly in any general terms and conditions of purchase or other documents issued by or from Customer, shall be deemed unwritten and not enforceable against Snetor.

8.2 It is the express intent of the Parties that Snetor may exercise its rights under this Article 8, for any of its claims, on all the Products in the Customer's possession/custody, such Products being presumed under these General Terms to be those which have not been paid for, and Snetor may take them back or claim them as partial compensation for all its unpaid invoices, without prejudice to its right to rescind the sales in progress or cancel any other Orders with the Customer. Similarly, Snetor may unilaterally and without prior notice to Customer, draw up or have drawn up an inventory of the Products in the possession of the Customer, which undertakes to allow free access to its warehouses, shops or other premises, where the Products may be located and ensuring that identification of Snetor's Products is always possible. The Customer also undertakes to allow Snetor to recover the Products after a joint inventory if Snetor intends to exercise its right of ownership over the Products.

8.3 The Customer shall not, under any circumstances, transfer, re-sell, pledge or grant a security interest on its stocks of Products that have not been fully paid for.

8.4 In the event of non-payment, in whole or in part, of an overdue invoice or non-payment of a down-payment on an Order, and unless Snetor prefers to request full performance of the sale, Snetor reserves the right to terminate the Order immediately and without prior notice and to reclaim the Product, all costs or losses related to the termination (and in particular demurrage fees, return costs, negative price variations) shall be borne by the Customer, with any payments made being retained by Snetor.

8.5 In the event of receivership or liquidation of the Customer's assets, Snetor reserves the right to cancel the Orders in progress and/or, in agreement with the Customer, to modify the terms of payment for its Orders. Snetor also reserves the right to claim ownership of the Products in stock.

8.6 Once the Products have been delivered, the Customer shall be considered as the custodian of the Products.

## **Article 9 - Liability – Warranties**

### **9.1 Limitation and exclusion of liability**

9.1.1 Snetor's total liability for any Claim or liability associated with these General Terms or any Product, whether based in tort, contract, strict liability or any other legal theory, shall not in any event exceed in the aggregate the purchase price of the specified Products for such specific Order for which damages are claimed, as shown on the final invoice.

In no event shall Snetor be liable for any other damages, losses, or expenses, including without limitation indirect, incidental, punitive, consequential, aggravated, exemplary or special damages or damages, losses, or expenses associated with loss of profits, business, contracts, or savings, loss of goodwill, loss of production, loss of use, business interruption and any other damages, losses or expenses of any kind or character to Customer, Customer's customers or other persons or entities, REGARDLESS OF THE SOLE, JOINT, ACTIVE, PASSIVE, GROSS OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR DUTY, OR OTHER FAULT OF ANY KIND OF SNETOR, WITHOUT REGARD TO CAUSE. In any event, Snetor shall not be held responsible nor liable for the level and management of Customers' stocks of Products.

9.1.2 Snetor waives all its warranties and guarantees provided in these General Terms in case of defects and deterioration of the Products delivered as a result of abnormal storage and/or conservation conditions on the Customer's premises, in particular in the event of outdoor storage or an accident of any kind whatsoever.

To the fullest extent permitted by applicable law, the exclusions from and limits on liability set forth in these General Terms and any Order shall apply without regard to (i) whether a Claim is based on or arises from tort, common law, equity, or statute or any other theory or liability or recovery, (ii) whether or not they allow full compensation of Customer and regardless of whether Snetor knew or should have known about the possibility of such damages and/or if any limited remedy fails of its essential purpose, or (iii) the cause(s) of such Claims including unseaworthiness, unairworthiness, strict liability, ultrahazardous activity, breach of express or implied warranty, sole, joint, concurrent, contributory, active or passive negligence or gross negligence, imperfection of material, defect or "ruin" or other condition of premises, including any conditions that preexist the execution of these General Terms.

### **9.2 Warranties**

SNETOR WARRANTS THAT AT THE TIME OF DELIVERY PRODUCT IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND SECURITY INTERESTS, THESE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT IS MADE BY SNETOR.

ALL PRODUCTS ARE PROVIDED, AS IS, WITHOUT ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SNETOR DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE PRODUCTS, IN THE TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCTS ARE ASSUMED BY CUSTOMER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SNETOR SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION OR ADVICE TO DO SO. SNETOR SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SNETOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOSS OF CUSTOMER PROPERTY OR ANY LIABILITY OF CUSTOMER TO A THIRD PARTY, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE .

CUSTOMER SHALL INSPECT THE PRODUCT SUPPLIED HEREUNDER IMMEDIATELY AFTER DELIVERY. EXCEPT WITH RESPECT TO CLAIMS FOR SHORTAGES, CUSTOMER'S FAILURE TO GIVE NOTICE TO SNETOR OF ANY CLAIM WITHIN THIRTY (5) DAYS AFTER THE DATE OF DELIVERY SHALL CONSTITUTE ACCEPTANCE OF THE PRODUCT AND A WAIVER BY CUSTOMER OF ALL CLAIMS WITH RESPECT THERETO.

CLAIMS FOR SHORTAGES MUST BE RECEIVED BY SNETOR IN WRITING WITHIN FORTY- EIGHT (48) HOURS AFTER DELIVERY OF PRODUCTS. SNETOR SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT ANY SHIPMENT CLAIMED BY CUSTOMER TO CONTAIN A SHORTAGE.

SNETOR MAKES NO WARRANTY OR GUARANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SNETOR OR ITS REPRESENTATIVES CONCERNING ANY USE OR APPLICATION OF ANY PRODUCT OR OF THE RESULTS TO BE OBTAINED. WITH REGARD TO ANY HANDLING OF ANY PRODUCT, CUSTOMER ASSUMES FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF SUITABILITY OF PRODUCT FOR ITS INTENDED APPLICATION OR USE.

ANY ATTEMPT TO REMEDY OR CORRECT A CLAIMED DEFECT BY PERSONS OR ENTITIES NOT AUTHORIZED TO PERFORM SUCH WORK BY SNETOR OR CONTINUED USE OF SUCH PRODUCT SHALL VOID THE PRODUCT WARRANTY SET FORTH HEREIN AND CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED THE PRODUCT AS IS, WITH NO FURTHER OBLIGATION OF SNETOR TO CUSTOMER. IF REQUESTED BY SNETOR, CUSTOMER SHALL RETURN NONCONFORMING PRODUCT TO SNETOR STRICTLY IN ACCORDANCE WITH SNETOR'S WRITTEN INSTRUCTIONS CONCERNING SHIPPING, HANDLING, INSURANCE, AND OTHER MATTERS AS TO WHICH SNETOR ISSUES INSTRUCTIONS. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL INVALIDATE ANY CLAIM BY CUSTOMER FOR BREACH OF WARRANTY.

## 9.2.2 Claim for warranty procedure

9.2.2.1 Without prejudice to the provisions of *Article 5.3 - Transport*, any Claim for defective Products or warranty concerning the Products delivered, must be made in accordance with the conditions of this Article 9.

Any Claim made by the Customer under the conditions and in accordance with the procedures described in this Article 9 shall not suspend the Customer's payment obligation for the Products and/or Order concerned when due.

Upon delivery, the Customer must inspect the Products and take samples under seal in order to have the said samples tested by a laboratory of good standing and international repute in the event of disputes and or/reservations on the conformity of the Products with the terms/specifications set forth in the Order, if any. Failure to do so shall grant to Snetor the right to reject any discussion on the benefit of the Product guarantee.

9.2.2.2 In addition, any Claim, reservation or dispute relating to shortages and/or defects must be made under the cumulative conditions set out below:

- The Claim of defects existing at the time of delivery, and revealed after receipt of the Products, must be made by the Customer by e-mail with acknowledgement of receipt from Snetor, or any other means enabling the Customer to prove proper receipt of the complaint, within 5 (five) days of delivery of the Products. It is expressly agreed that after the expiry of this period, the Products shall be deemed to have been received and accepted without reservation and the Customer will not be able to invoke any shortages and/or Claim(s) for defects affecting the Products, nor may the Customer invoke these as a counterclaim to refuse to pay the price of the Products.
- The Customer must have the reality of the defects observed by an independent expert within 8 (eight) days of receipt of the Products, Snetor reserving the right to proceed, directly or indirectly, with any observation and verification on site.

**If these conditions are not met, Snetor shall not be held liable to the Customer and Customer agree to release and hold Snetor harmless from any liability for a shortage and/or defective Product(s).**

## 9.2.3 Remedies for defects

9.2.3.1 In the event of missing and/or defective Products, Customer's sole and exclusive remedy is expressly limited to, at Snetor's sole option, either (i) the replacement, repair or rework of nonconforming or defective Products, or (ii) reimbursement, which shall not in any event exceed in the aggregate the purchase price of the specified Products for such specific Order for which damages are claimed, as shown on the final invoice, or (iii) to send the missing and/or defective quantity to the Customer, free of charge, unless Snetor at option may instead desires reimburse the Customer for these quantities, without the Customer being able to any Claim or assert other damages for any reason whatsoever. Snetor may also decide at its sole discretion to take back or have the defective Products taken back.

9.2.3.2 Snetor's guarantee for missing and /or defective Products shall only apply to missing and/or defective Products actually invoiced by Snetor to the Customer.

9.2.3.3. The guarantee is excluded if the delivered Products have been used by Customer or if the Products have been mixed, processed or modified by Customer.

**9.2.3.4 Snetor gives no other guarantee or warranties, either express or implied, regarding the Products, including without limitation implied warranties of fitness for a particular purpose or merchantability.**

## Article 10 - Force majeure

Events beyond the control of the Parties, which they could not reasonably be expected to foresee, and which they could not reasonably avoid or overcome, shall be considered as force majeure or fortuitous events, insofar as their occurrence renders the performance of the obligations totally impossible (the "Force Majeure").

In particular, the following are considered to be cases of force majeure or fortuitous events that relieve either Party of its obligations to perform these General Terms and/or any Order(s): any disruption of supply for a reason not attributable to either Party, any cause of disruption of supply attributable to its suppliers or service providers, production stoppages due to unforeseen breakdowns, shortages, natural disasters, cyclones, flooding, fire, heavy thaw, any disruption of energy supply, roadblocks, blockades, war, riots, coups d'état, governmental actions, industrial actions, acts of terrorism, epidemics, pandemics, as well as any other event beyond either Party's reasonable control, acts of God, fire, floods, lightning, blizzards, tornadoes, earthquakes, ice storms, named tropical storms and hurricanes, embargos, terrorism, insurrection, revolution, piracy, war, expropriation, epidemics, pandemics, infectious disease outbreaks, or other national or regional emergencies whether existing now or in the future, strikes, lockouts, and labor disputes (other than those strikes, lockouts and labor disputes of the Party claiming Force Majeure which are within such Party's reasonable control and may be resolved through reasonable efforts), federal or state laws, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the premises or operations of either or both Parties, embargoes or blockades in effect on or after the date of the Order, telecommunication breakdowns, power outages or shortages, inability to procure or obtain material or any required raw material, energy source, equipment, labor or transportation, at prices and on terms Snetor deems practicable from either Party's usual sources of supply, upstream suppliers being affected by any of the aforementioned events, industry wide shortages or soaring commodity, equipment, or necessary labor costs despite reasonable efforts, or similar causes (except financial) beyond the reasonable control of the affected Party and which, through the exercise of diligent effort, such Party cannot overcome.

In a case of Force Majeure event, Snetor shall notify the Customer as soon as possible following the occurrence of the Force Majeure event(s), by e-mail with acknowledgement of receipt or any other means enabling Snetor to prove receipt of the notification; the Order(s) binding upon between Snetor and the Customer shall then be automatically suspended without indemnity, as from the date of occurrence of the force majeure event. If the event lasts more than 30 (thirty) days from the date it occurred, after reasonable commercial efforts, the Order(s) between Snetor and its Customer may be terminated by either Party, without the other Party being entitled to claim damages. If the Force Majeure event renders the performance of the Order impossible then, at either Party's discretion, the Order between Snetor and the Customer may be automatically terminated without indemnity as from the date the event occurred.

## Article 11 - Governing law and jurisdiction

The laws of the State of Texas shall apply and govern the validity, interpretation, and performance of these Terms and any applicable Orders. The Parties agree that the law of the selected jurisdiction shall apply exclusive of any conflict of laws principles that would require the application of the laws of any other jurisdiction. The Parties agree that any legal action, suit or proceeding hereunder involving Claims directly or indirectly arising from, related to or in connection with any Orders, and these Terms, shall be brought exclusively in the state or federal courts located in Harris County, Texas. Each Party hereby consents to submit itself to the personal jurisdiction of the state and federal courts of Harris County, Texas and waives any objection that such courts are an inconvenient forum or venue. Each Party waives the right to a jury trial.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. References in this Agreement to any act, law, statute, rule, or regulation shall be deemed to include references to such as the same may be amended, replaced, or reenacted from time to time.

In addition, in the event of legal action or any other action by Snetor to collect debts, the costs of summons, court costs, as well as lawyer's and bailiff's fees, court costs, and all ancillary costs shall be borne by the Customer, as well as costs related to or arising from the Customer's failure to comply with the terms of payment or delivery of the relevant Order.

## Article 12 - Interpretation – Construction

If one of the clauses of the General Terms is declared null and void by a final court decision, the nullity of the said clause shall not entail the nullity of the General Terms, and all the other provisions shall remain in force. The invalidated clause shall be replaced by mutual agreement of the Parties by another clause that achieves the same legal and economic result, or interpreted as if the invalid clause, sentence, or part has

been modified or omitted, if necessary, as required to conform to the jurisdiction purporting to limit such provision.

**Article 13 - Waiver**

Failure to exercise or only partial exercise of a right provided for in these general terms and conditions for the benefit of Snetor shall not constitute a waiver of the subsequent exercise of this right in full or for the unexercised part.

**Article 14 – Confidentiality**

Customer agrees to hold in strict confidence all information provided by Snetor Group to Customer, including but not limited to, the conditions of each sale of Products, the terms of these General Terms and of any Order, all of which is Snetor confidential information, or any confidential and proprietary information, not generally known or available to the public, relating to a Party, its affiliates and subsidiaries, which may be disclosed during the course of the relationship between the Parties, and that the handling and protection of such information by each Party as confidential constitutes a material inducement for both Parties to enter into these General Terms. Confidential information may be written, oral, observed, recorded or in electronic form and includes, without limitation, business plans, operations, costs, equipment, specifications, any information relating to customers, suppliers pricing and costs. Each Party agrees to protect and maintain all confidential information in secrecy and confidence with at least the same degree of care as the receiving Party would use to protect its own confidential information, but in no event with less than a reasonable degree of care. Each Party agrees to only disclose the confidential information of the other Party to its employees, officers, and directors on a need-to-know basis, and will not disclose any confidential information to any third party without the prior written consent of the disclosing Party, except as required to provide or use the Work or as required by law or legal process. If this Agreement is terminated, the receiving Party agrees to promptly return or destroy, at the disclosing Party’s direction, all of the disclosing Party’s confidential information, except for one copy that the receiving Party may retain as required for legal or internal record-keeping purposes only. Any confidential information so retained by the receiving Party shall remain subject to the confidentiality obligations set forth herein.

The above confidentiality obligations shall not apply if the information is: (i) already known to the receiving Party or its Affiliates as of the date of disclosure hereunder if such knowledge is not subject to any confidentiality obligation, (ii) already in possession of the public or becomes available to the public other than through the act or omission of the receiving Party or its Affiliates, (iii) acquired independently and without any confidentiality obligation by the receiving Party or its Affiliates from a third party that has the right to disseminate such information at the time it is acquired by the receiving Party or its Affiliates, or (iv) developed by the receiving Party or its Affiliates independently of the confidential information. Customer will not disclose such confidential information to any third party without written authorization from Snetor, or except as required by law or legal process.

Unless required by applicable laws, rules or regulations, neither Party shall, or otherwise permit or cause any member of its Group to, issue or publish any press releases or make any public statements or publicize any information with respect to (i) the contents of these General Terms, (ii) the Order contemplated to be performed, and/or (iii) any transactions or occurrences arising as a result of the performance of an Order, without the prior written approval of the other Party. Furthermore, the Parties agree to confer with each other prior to any publication of any such information and to set forth such agreement in a separate writing.

**Article 15 - Anti-corruption, export control legislation and international sanctions**

15.1 The Customer shall ensure that, as at the date of the Order, its officers, employees, agents, suppliers, subcontractors and any other persons providing services for or on behalf of the Customer comply with all applicable laws, articles of association, regulations and codes applicable to anti-corruption and anti-money laundering including but not limited to the US Foreign Corrupt Practices Act 1977, the French Sapin II Act 2016-1691, the UK Bribery Act 2010 and the South African Prevention and Suppression of Corruption Act No. 12 2004.

In particular, the Customer undertakes and warrants that at the date of the Order, its officers, employees, agents, suppliers, subcontractors and any other person providing services for or on behalf of the Customer shall not offer, promise to offer, accept, solicit and/or authorise any improper advantage of any kind in connection with the conclusion of the Order. The Customer also undertakes to take reasonable steps to prevent such acts. 15.2 The Customer undertakes and warrants that at the date of the Order, its officers, employees, agents, suppliers, subcontractors and any other person providing services for or on behalf of the Customer shall perform the Order in compliance with the applicable export control laws or regulations and international economic sanctions. The Customer shall not be required to perform any obligation under the Order if it does not comply with, violates, is inconsistent with, or exposes it or Snetor to punitive measures under the laws and regulations applicable to the Parties as regards export control and/or international economic sanctions. In which case, the Customer shall, as soon as possible, notify Snetor in writing of its inability to perform. 15.3 Without prejudice to all other rights or remedies that may exist hereunder or under the law, Snetor reserves the right to either (i) suspend and/or (ii) terminate any outstanding Order(s) immediately upon written notice to the Customer and at any time if, in its reasonable judgment, the Customer is in breach of this clause.

**Article 16 – Notices**

The Parties agree to immediately notify the other Party of any Claim, demand, or suit presented to or served upon it by any person in connection with the performance of these General Terms and applicable Orders.

All notices and inquiries pertaining to these General Terms shall be in writing and shall be delivered either (i) personally to the designated representative of the Party being notified or (ii) sent by certified mail, return receipt requested or by courier service requiring signature for delivery, to such other address as designated by a Party in writing.

Notices shall be deemed given when received by the Party to be notified; provided, however, that notices received after 5:00 p.m. or on a non-business day shall be deemed to be given the following business day.

**Article 17 - Processing of personal data**

The Customer is informed that Snetor collects and processes professional and personal data for use by Snetor, its employees, its affiliates and its subcontractors for the purpose of managing Orders, monitoring the Customer relationship, including compliance with the regulations referred to in Article 15, and carrying out business prospecting operations. The data will be kept for the duration of the contractual relationship and then archived for 5 (five) years. In accordance with the regulations in force concerning the protection of personal data, the Customer may exercise its rights of opposition, access, rectification, limitation, deletion and portability by sending its requests to the following address: Snetor - 11 avenue Dubonnet - 92407 Paris Cedex - France or to the e-mail address: gdpr@snetor.com. If the Customer considers, after having contacted Snetor, that its personal data protection rights are not being respected, it may lodge a complaint to the French authority "Commission Nationale Informatique et Libertés" (CNIL - Service des Plaintes - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07 - France).

**End of the General Terms and Conditions of Sale**

**Signature:**  
  
**Name:**  
  
**Title:**  
  
**Company:**  
  
**Date:**

## Instructions for unloading EPS

EPS in cargo transport units (containers) - Information for the *customer / processor*

### 1. Responsible care - a public commitment from the EPS producer

Responsible care for the use, storage, and transportation of chemical goods includes the recognition and evaluation of hazards as well as the implementation of measures for risk minimization.

A common objective is to continually aim to reduce the possibility of incidents in all parts of the supply chain. Therefore, it is necessary for processors to know the properties of EPS and to act with special care.

### 2. Properties of EPS

EPS is a plastic material based on polystyrene, which incorporates pentane as a blowing agent.

Pentane vapor, which can be released during transportation and/or handling:

- is heavier than air (tends to accumulate on the ground)
- forms an ignitable gas/air mixture between 1.3 and 7.8 vol.-% of pentane in air

### 3. Important characteristics of EPS transported in containers

During transportation and storage of EPS small quantities of pentane are released from the respective packaging units (octabins or big bags).

IMDG Code (International Maritime Code for Dangerous Goods) requires a cautious approach to the interior of freight containers when the doors are opened (chapter 7.3.6.1). When EPS is transported in ventilated freight containers (e.g. open-top containers) there is a danger that ignitable concentrations of pentane can build up, e.g. in the case that a packaging material is ruptured. This ignitable atmosphere spreads out when the doors are opened.

#### **4. Principles relating to safe management practices for distribution of EPS**

These require that:

- a) The freight container is shipped under special conditions and additional information has to be provided in the documents that accompany it
- b) The outside of the container is labeled with
  - The hazard label no. 9
  - A supplementary label which warns of hazards and provides recommendations **before** devanning closed transport equipments (see Encl. 1). This covers
    - the potential hazards of the product and especially of the blowing agent (pentane)
    - important requirements before the container doors are opened
    - the advice that containers should be ventilated for at least 30 minutes before devanning
    - a warning mark: "CAUTION – MAY CONTAIN FLAMMABLE VAPOUR"



#### **5. Generation of a safe environment before unloading EPS containing units**

Special care has to be taken to generate a safe environment for the unloading of EPS packaging units from freight containers. This refers mainly to explosion protection which means that all measures have to be taken to prevent the presence of ignition sources.

Customers/processors have to be fully informed and aware of the potential hazards of EPS. Detailed procedures for unloading product from freight containers are supplied by the EPS producers before material is shipped to the customers/processors.

- a) Major incidents have resulted from the ignition of the blowing agent/air mixture. When analyzing previous incidents, two common factors are apparent in most cases:
    - Staff working near or within the closed environment of a freight was not sufficiently aware of the potential hazards.
    - These closed environments were not labeled with any appropriate safety information.
  - b) Because of this, the industry stresses that customers/processors must provide:
    - Adequate verbal information for all staff that may be involved in devanning freight containers
-

- Written information for these people in all necessary language(s)
- Eye catching hazard warning information at the site where freight containers will be offloaded
- Effective training and supervision
- Safety audits should be made to ensure that the recommendations of these guidelines are adhered to by all customers/processors.

## **6. Instructions for unloading EPS**

**When unloading freight containers containing EPS it has to be considered that an ignitable gas atmosphere may be present within the unit.**

**Because of this, a basic principle for safe handling is to avoid and eliminate all potential sources of ignition by all means.**

**To achieve this, the following rules have to be observed before and during devanning in the following order (see Encl. 2):**

- a) It must be ensured that there are no recesses in the ground such as basements, sewers or hollows, within a radius of 5 m (15 feet) around the doors of the freight container. If this condition is not met, the recesses in the ground must be covered.
- b) Devanning on public roads should be avoided. If this is absolutely unavoidable, the area should be isolated and information should be provided as appropriate to any people in the vicinity.
- c) The freight container or box van is placed at least 5 m (15 feet) away from the loading platform and warehouses.
- d) The ignition/engine of the road vehicle/lorry is switched off.
- e) All lighting of the road vehicle/lorry is switched off
- f) The following should be strictly prohibited wherever the doors of freight containers or box vans may be opened:
  - smoking
  - welding
  - fire and or any naked light or flame
  - the use of mobile phones
  - any possibility of spark formation, e.g. hammer blows (metal on metal)
- g) The doors of the freight container or box van are opened. If the doors prove difficult to open, appropriate care must be taken. It is vital that no sparks are made from tools used in this process and it is particularly important that metal hammers/tools are not applied to metal doors. Rubber hammers should be used, or as a last resort, metal tools should only be applied to an intervening piece of wood placed against the door handle.
- h) The freight container or box van should be ventilated for at least 30 minutes with the doors opened before it is shifted to the unloading platform. Afterwards, the devices securing the load can be removed and devanning can start. Additionally, the pentane concentration can also be measured with an explosimeter

These instructions have to be explained to all personnel who may be engaged in offloading transport equipment. All appropriate people should be trained and supervised as required.



**CAUTION: BEFORE UNLOADING KEEP DOORS  
OPEN AND VENTILATE FOR AT LEAST 30 MINUTES**



IMDG code: class 9  
UN-No. 2211  
Polystyrene beads,  
expandable, cont.: Pentane  
evolving flammable vapours.



**NO SMOKING**



**NO FIRE**



**NO WELDING**



**NO SPARKS**



**NO PHONES**

**– CAUTION –  
MAY CONTAIN  
FLAMMABLE  
VAPOUR**

