

## **Terms and Conditions of Sale for Celanese Corporation and its Subsidiaries**

These terms and conditions of sale (these “Terms”) are applicable to any acknowledgments, acceptances, or confirmations by Celanese Corporation or to any subsidiary of Celanese Corporation (“Seller”) of any orders placed by a buyer (“Buyer”) regarding the sale of goods (“Goods”) by Seller, any agreements with Buyer regarding such sale, any offers or quotations made by Seller to Buyer regarding such sale, and all transactions resulting from any of the foregoing, unless and to the extent otherwise expressly agreed to in writing by Seller.

1. **Payment Terms.** Unless a different payment term specified in a Buyer order expressly accepted by Seller in writing or other written sale agreement between Buyer and Seller (each, an “Order”): (a) Buyer shall make payment in full within a maximum of 30 days from the date of each invoice; and (b) payment shall be made in U.S. Dollars by electronic funds transfer to the bank and account specified by Seller without any withholding, deduction, set-off or counterclaim whatsoever. If Seller is to pay freight, Seller may initially designate the means of transportation and routing. If Buyer desires or requires a more expensive means of routing, Buyer shall pay any extra cost involved. Late payments will bear interest, compounded daily, at a per annum rate equal to the lesser of (i) the prime rate charged by Seller’s primary bank plus 2%, or (ii) the maximum rate allowed by applicable law, from the date due until the delinquent payment is received. All taxes, VAT, excises and other governmental charges (except taxes based on Seller’s net income) imposed on the production, sale, transportation, delivery or use of the Goods that Seller is required to pay will be added to the price.

2. **Shipment; Risk of Loss and Title.** Shipment dates contained in Orders, or quoted or otherwise acknowledged by Seller will be considered estimates only and are not guaranteed by Seller. Title and risk of loss with respect to the goods shall transfer in accordance with the terms of the Order.

3. **Surcharges.** Prices do not include surcharges for energy, transportation or other extraordinary or unexpected increases incurred by Seller in connection with the manufacture, supply or delivery of the Goods. Seller reserves the right, without prior notice to Buyer, to add applicable surcharges (that correspond to actual costs incurred) to its invoice for Goods sold.

4. **Handling; Delivery.** Buyer acknowledges that the Goods may require special handling, storage, transportation, treatment, use or disposal to comply with applicable safety and environmental laws, and Buyer shall take all actions necessary to comply with these laws and to avoid spills or other dangers to persons, property or the environment. Buyer certifies that containers and allied equipment presented by it at the “ship from” point will be fit for the Goods and that all handlers and transporters secured by it will have any certifications as required by law. Seller may refuse to load Buyer’s containers if Seller reasonably believes that the quality of the Goods will be prejudiced or that any unsafe condition exists. Buyer shall (i) unload and release all transportation equipment promptly, so that Seller will incur no demurrage or other expense or loss, (ii) comply with instructions Seller may give for return of transportation equipment and recyclable packaging (if any), and (iii) pay any invoice for demurrage or other expense or loss caused by Buyer within 10 days from date of invoice therefor. Buyer shall not make any agreement with any railroad that will or could adversely affect the mileage compensation paid to Seller for railcars owned or under lease by Seller. Buyer is allowed up to 7 days from the constructive placement of a railcar at the delivery point to release the railcar back to the railroad. Buyer shall pay Seller a minimum \$100 fee for every day the railcar is held past the allowable 7 days.

5. **Warranty.** Seller warrants that upon shipment the Goods will conform to the specifications, if any, agreed to in writing by the parties or, if none, to Seller’s standard specifications for such Goods and that upon payment of the purchase price in full Buyer will have good title to the Goods, free and clear of any liens (except those caused by Buyer). Seller reserves the right (but is not obligated) to deliver to Buyer Goods produced at any manufacturing site. EXCEPT AS SET FORTH ABOVE OR AS REQUIRED BY VIRTUE OF MANDATORY LAW, SELLER MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE GOODS OR THE CONTAINERS IN WHICH THE GOODS ARE SHIPPED. SELLER EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

6. **Claims.** Buyer must test and inspect the Goods for compliance with these Terms and the applicable Order within a reasonable time after each shipment is received. If Buyer believes Goods are deficient or defective in any respect, Buyer shall notify Seller in writing accompanied by supporting documentation reasonably acceptable to Seller by the earlier of (i) 3 business days after receipt of any shipment as to apparent weight discrepancies, and 30 calendar days after receipt of any shipment, or (in the case of a hidden defect) after such hidden defect has been discovered, as to any other deficiency or defect and (ii) before any part of the Goods (except for reasonable test and inspection quantities) has been changed from its original condition, or Buyer will have waived any rights or claims against Seller. Any claims for delay or non-delivery must be made in writing within 30 calendar days of delivery or the date fixed for delivery, respectively. Subject to the foregoing, any claim for breach of contract must be made in writing within 12 months of the date of the incident giving rise to the claim. Seller’s invoice weights, volumes, sizes and tares will govern unless proved erroneous. Variations of any shipment from invoice quantity of 1% or less in the case of tank trucks or tank cars and 0.5% or less in the case of barges and ships will be disregarded.

7. **Limitation of Liability.** IN NO EVENT WILL BUYER’S DAMAGES OR OTHER RECOVERY FROM SELLER IN ANY CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), ENFORCEMENT ACTION OR ANY OTHER THEORY, EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS

AS TO WHICH THE CLAIM IS MADE. SELLER WILL NOT BE LIABLE, AND BUYER WAIVES ALL CLAIMS AGAINST SELLER, FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER NON-DIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF MARKET SHARE OR GOODWILL, LOST OR PROSPECTIVE INCOME OR PROFITS OR PURE FINANCIAL LOSS, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), INFRINGEMENT, ENFORCEMENT ACTION OR ANY OTHER THEORY. WITH THE EXCEPTION OF DAMAGES CAUSED BY THE FRAUDULENT CONDUCT OR WILFUL MISCONDUCT OF SELLER, AND TO THE FULLEST EXTENT LEGALLY ALLOWED, SELLER WILL NOT BE LIABLE TO BUYER FOR, AND BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS AFFILIATES, STOCKHOLDERS, SUBSIDIARIES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS FROM AND AGAINST, ALL OR ANY PART OF ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES AND COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES) (COLLECTIVELY "CLAIMS") (A) FOR INJURY OR DEATH TO PERSONS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES AND BUYER'S EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS AND THEIR EMPLOYEES) AND DAMAGE OR LOSS OF PROPERTY (INCLUDING, BUT NOT LIMITED TO, THAT OF BUYER OR THIRD PARTIES) ARISING OR RESULTING FROM BUYER'S PURCHASE, TRANSPORTATION, RECEIPT, HANDLING, STORAGE, PROCESSING, USE, DISPOSAL OR RESALE OF THE GOODS, ALONE OR IN COMBINATION WITH OTHER SUBSTANCES; OR (B) RESULTING FROM SPECIAL MARKING OF THE GOODS OR CONTAINERS IN ACCORDANCE WITH BUYER'S REQUESTS; OR (C) FOR INFRINGEMENT RESULTING FROM BUYER'S USE OF THE GOODS INCLUDING ARTICLES MADE FROM THE GOODS. ALL TECHNICAL ADVICE, RECOMMENDATIONS AND SERVICES (INCLUDING INFORMATION CONTAINED IN MSDS DOCUMENTS) PROVIDED BY SELLER ARE INTENDED FOR USE BY PERSONS HAVING SKILL WITH RESPECT TO THE SUBJECT MATTER INVOLVED AND ARE TO BE USED AT THEIR OWN RISK. EXCEPT IN CASE OF FRAUDULENT CONDUCT OR WILFUL MISCONDUCT OF SELLER, SELLER ASSUMES NO RESPONSIBILITY, AND BUYER HEREBY WAIVES ALL CLAIMS AGAINST SELLER, FOR RESULTS OBTAINED OR DAMAGES INCURRED FROM THE USE OF SELLER'S ADVICE, RECOMMENDATIONS OR SERVICES. THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION CONSTITUTE THE EXCLUSIVE RIGHTS AND REMEDIES OF BUYER AND ITS AFFILIATES, STOCKHOLDERS, SUBSIDIARIES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS.

8. **Force Majeure.** Neither party will be liable for non-performance or delay in performance, except Buyer's obligation to pay for Goods delivered, due wholly or in part to any cause not within the party's control or not avoidable by exercise of reasonable diligence to the extent that it prevents such party (the "Affected Party") from performing its obligations under any Order or under these Terms. Upon the occurrence of any such contingency, the Affected Party must give the other party reasonable notice thereof and may suspend or reduce deliveries during the period of such contingency, and the total quantity deliverable under any Order may, at the reasonable option of the Affected Party, be reduced by the quantities so omitted. The following, while not an exclusive listing, will, unless demonstrated clearly to the contrary, be considered not to be within a party's control or avoidable by exercise of reasonable diligence: war; terrorism; riot; fire; labor controversies; court decrees; inability to use the full capacity of plants or facilities as a result of governmental action, machinery malfunctions or breakdown; and inability, without litigation or the payment of penalties or unreasonable prices or the acceptance of unreasonable terms and conditions, to obtain fuel, power, labor, containers, transportation facilities or materials necessary to produce the Goods.

9. **Export Licenses.** Seller will use reasonable efforts to obtain, at its expense, such export licenses in relation to the supply of Goods to Buyer as are from time to time required. Buyer shall provide all necessary assistance to Seller, at Buyer's expense, to enable Seller to obtain such export licenses. Seller shall not be responsible for any delays in delivery due to Seller's failure to receive required export licenses, despite reasonable efforts. Buyer will obtain, at its cost and expense, such import licenses and other consents in relation to the importation or carriage of Goods as are from time to time required and, if requested by Seller, will make those licenses and consents available to Seller prior to the relevant shipment. If requested by Buyer, Seller will provide reasonable assistance to Buyer, at Buyer's expense, to enable Buyer to obtain such import licenses and other consents as referred to herein. Buyer represents and warrants to Seller that in connection with the use of the Goods (including end use thereof) and the performance of any Order and its obligations thereunder, Buyer and those under its control shall comply at all times with all applicable laws, rules and regulations of the United States and all other affected jurisdictions relating to the export or import of goods. If Buyer becomes aware of any use of the Goods that is not in compliance with any applicable laws, rules or regulations of the United States or any other affected jurisdiction relating to the export or import of Goods or builds a plant or begins to do business in a new jurisdiction, Buyer shall promptly notify Seller thereof in writing.

10. **Miscellaneous.**

10.1. **Compliance with Laws.** Buyer shall comply with all applicable federal, state, local, foreign, international, multinational, or other constitution, laws, statutes, treaties, rules, regulations, ordinances and codes.

10.2. **Orders.** No sales representative or sales agent is authorized to bind Seller. Orders placed by Buyer will not be binding on Seller until confirmed in writing by Seller's authorized representative.

10.3. Notices. All notices hereunder and under any Order must be in writing and signed by the party giving notice and sent to the other party to the address set forth in the Order or otherwise provided by the parties in writing. A notice will be deemed given to a party when (i) delivered to the appropriate address by personal delivery or recognized overnight delivery service (costs prepaid) or (ii) received or rejected by the addressee, if sent by certified mail, return receipt requested.

10.4. Entire Agreement. The Order and these Terms and any agreement incorporated herein by reference contain the entire agreement of the parties relating to the subject matter hereof. These Terms supersede, and the parties disclaim reliance upon, any agreements, representations or warranties not expressly stated herein. IN THE EVENT OF CONFLICTING OR ADDITIONAL TERMS PROVIDED IN ANY ORDER OR OTHER BUYER COMMUNICATION OR DOCUMENT, WHETHER ISSUED BY BUYER BEFORE OR AFTER THE COMMUNICATION OF THESE TERMS BY SELLER, SUCH TERMS SHALL NOT BE BINDING ON SELLER. IN ANY SUCH CASE, THESE TERMS WILL PREVAIL AND THE CONFLICTING AND/OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO AND WILL BE FULLY DISREGARDED, UNLESS SELLER EXPRESSLY AGREES TO SUCH OTHER TERMS IN WRITING.

10.5. Amendments; Waiver; Assignment. No amendment, waiver or rescission of any provision of these Terms or any Order will in any event be effective unless the same is in writing and signed by each party hereto, and in the case of waivers, will only be effective in the specific instance and for the specified purpose for which it was given. No failure on the part of either party to exercise, no course of dealing with respect thereto or any delay in exercising any right, power or remedy under these Terms or any Order will operate as a waiver thereof. Buyer may not assign any Order by operation of law or otherwise without the prior written consent of Seller. Buyer acknowledges and agrees that Seller may assign any Order to any of its affiliates. Neither these Terms, nor any Order, will be deemed to be for the benefit of any person or entity other than Buyer and Seller and their permitted successors and assigns.

10.6. Governing Law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Order. These Terms and any Order will be governed by and construed in accordance with the laws of the following jurisdictions, without reference to its choice of laws doctrine (if applicable):

- (i) if Seller is organized in the U.S. or Canada, the laws of the State of Texas;
- (ii) if Seller is organized under the laws of a member state of the European Economic Area, the laws of the Kingdom of Belgium;
- (iii) if Seller is organized in Mexico, Central America or South America, the laws of the Mexico;
- (iv) if Seller is organized in China, the laws of China; and
- (v) if Seller is organized in Asia (other than China), the laws of Singapore.

10.7. Jurisdiction. Any civil action arising out of or relating to these Terms or any Order or the breach thereof, including any dispute as to the validity or existence thereof, shall be brought in the following venues, and the parties hereto consent to the exclusive jurisdiction of such venues in respect of such civil action:

- (i) if Seller is organized in the U.S. or Canada, in the state or federal courts located in Dallas, Texas;
- (ii) if Seller is organized under the laws of a member state of the European Economic Area, in the courts located the Capital-Region of Brussels, Belgium;
- (iii) if Seller is organized in Mexico, Central America or South America, in the state or federal courts located in Mexico City (and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such civil action, hereby waiving any other jurisdiction that may apply due to their current or future domiciles);
- (iv) if Seller is organized in China, and Buyer is a PRC registered entity, in the courts of Seller's domicile;
- (v) if Seller is organized in China, and Buyer is not a PRC registered entity, in the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in according to the then effective CIETAC rules, it being agreed that the CIETAC Secretariat in Beijing shall administer the dispute, with the place of arbitration retained in Shanghai and oral hearings taking place there; and
- (vi) if Seller is organized in Asia (other than China), in the Singapore International Arbitration Centre ("SIAC") in accordance with the then-effective SIAC Arbitration Rules ("SIAC Rules"), it being agreed that (a) the SIAC's arbitral award shall be final and binding on the Parties, (b) the language used in the arbitral proceedings shall be English, (c) the arbitration proceeding shall be conducted before one arbitrator appointed in accordance with the SIAC Rules, and (d) judgment upon the arbitration award may be rendered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

10.8. Severability. If any term or provision of these Terms is held to be illegal, invalid or unenforceable under any present or future law or by any governmental entity, that term or provision will be fully severable and these Terms will be construed and enforced as if that term or provision had never compromised a part hereof. In such event, the parties shall amend and/or substitute the invalid, illegal or unenforceable (part(s) of) provision(s) in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable (part(s) of) provision(s).

10.9. Data Storage. Pursuant to Seller's Privacy Policy (<https://www.celanese.com/privacy-policy.aspx>) and all applicable laws and regulations, Seller may collect, store, process and use for its internal purposes business related personal data which is provided to Seller voluntarily by Buyer or with Buyer's consent.

10.10. Illicit Trade. Seller is committed to preventing the manufacture, sale and distribution of illicit products, including but not limited to counterfeit or contraband products (including products systematically sold by down-stream customers without the payment of taxes appropriate for the jurisdictions in which they are sold to consumers). The use of Seller's Goods in the manufacture, sale or distribution of illicit products is prohibited. Buyer grants Seller the right to audit Buyer's operations, books and records to ensure that Seller's Goods are not used for counterfeiting purposes or in the manufacture, sale or distribution of illicit products. If such audit or verifiable public information reveals that Seller's Goods have been used in the manufacture, sale or distribution of illicit products, Seller reserves the right to immediately terminate any Order and to stop the supply of its Goods to Buyer.