Article 1 – General

1. The General Terms and Conditions of Sale contained herein ("General Conditions"), shall apply to all offers, quotations, orders issued by Ashland Plásticos de Portugal LDA, or any affiliate thereof ("Supplier") and 2) all Agreements as may be made in the course of business between Supplier and the Buyer created (prospective) Buyer ("Buyer").

2. "Order Confirmation" shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. "Purchase Order" shall mean the written or verbal order by Buyer to purchase any products and/or services.

3. An agreement ("Agreement") shall be entered into if and when (i) the Supplier has confirmed the Agreement in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services or (iii) the Supplier did not immediately object to this in writing.

4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into existence.

5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.

6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

Article 2 – Prices

1. At any time before the conclusion of an Agreement, all of Supplier's offered, quoted, published or billed prices are non-binding and are subject to alteration at any time without prior notice and in particular may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.

2. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes, packaging and carriage and based upon delivery "Ex Works", according to the Incoterms 2000.

3. All sales shall be invoiced inclusive of all applicable duties, taxes, levies and other charges as well as the costs of carrying out customs formalities payable upon export.

Article 3 – Terms of Payment

1. All payments shall be made in the currency stated on the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.

2. Any complaints about the products and/or services, or a shortage thereof, shall be made in writing to Supplier, including a statement of the problems, accompanied by proof, within five working days of discovery. Any such complaints shall be subject to alteration at any time without prior notice and in particular may be altered to reflect any increase in cost to Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.

3. Supplier's weights and measurements shall govern unless proven to be incorrect.

4. Supplier may submit any products and/or services returned for credit in a reasonable condition, subject to assessment by Supplier, to Supplier at Supplier's standard replacement costs.

5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.

6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

Article 4 – Delivery, Title and Risk

1. The Incoterms 2000 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.

2. Supplier will make every endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason, except if it acts with gross negligence. Supplier is entitled to make partial deliveries.

3. Buyer's weights and measurements shall govern unless proven to be incorrect.

4. Buyer shall inspect the products and/or services immediately on quality and quantity upon delivery thereof by Supplier.

5. Title of ownership of all products supplied by Supplier shall not pass to Buyer until final settlement in full of the sales price and all other sums due to Supplier.

6. Risk of loss of, and damage to, the products shall pass to Buyer upon delivery.

Article 5 – Packages

1. If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer must return them at his risk and account empty to the destination indicated by Supplier and must advise Supplier on date of dispatch. Any packages not returned in good order and condition within a reasonable period shall be paid for by Buyer at Supplier's standard replacement costs.

Article 6 – Water Treatment Services

In case the Supplier provides water treatment services:

1. The Buyer guarantees that it has provided the Supplier with complete and accurate information required for the preparation of the offer and the performance of the Agreement.

2. Should the Buyer modify or terminate the agreements created in connection with the course of the Agreement. The Buyer shall inform the Supplier of any changes in the treated facilities or the operation thereof as might be relevant in any way for the water treatment. The Buyer shall at all times keep the logbook for the water treatment up to date and accessible to the Supplier.

3. The Buyer will provide the Supplier with all relevant information concerning the water treatment system (if applicable), including but not limited to the following: (i) water quality, (ii) the design of the water treatment system, (iii) any changes to the water treatment system, (iv) any existing contamination of the water treatment system, (v) any other actions, emissions and events that may affect the proper performance of the water treatment services by the Supplier, unless, as demonstrated by the Buyer, such actions, emissions or events were solely caused by the Supplier.

4. The Buyer shall diligently carry out any tasks relating to the water treatment of its systems, which are not included in the services agreed to be supplied by the Supplier. If so, the Buyer shall follow the monitoring, product dosing and other instructions and recommendations with respect to the water treatment and the Buyer shall refrain from any acts interfering with the Supplier’s water treatment services;

5. the Buyer shall inform the Supplier timely of any scheduled complete or partial shut down periods for the water treatment system.

6. the Buyer is responsible for all permits, authorities and approvals from any authorities that may be required to operate the water treatment equipment and to store and use the products supplied by the Supplier at the Buyer's facilities. The Buyer shall be liable for all information and documentation provided to such authorities, even if the Supplier has provided this information and/or documentation at Buyer's request to the authorities and/or the Buyer.

Article 7 – Equipment

1. All equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier, unless otherwise agreed in writing.

2. Where the products do not conform to the specifications at the time of the delivery, Supplier shall at his own expense either replace any quantity of returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier's option, credit Buyer for the invoice value of the non-conforming products.

Article 10 – Warranty

1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded.

2. Where the products do not conform to the specifications at the time of the delivery, Supplier shall at its own expense either replace any quantity of returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier’s option, credit Buyer for the invoice value of the non-conforming products.

Article 11 – Liability

1. Any liability on the part of the Supplier, contractual or otherwise, shall be limited to:

   a. the remedies set forth in Article 10 if the Agreement solely relates to the delivery of products, or
   b. 50% of the aggregated value invoiced, excluding VAT and credits, by Supplier to Buyer during the twelve months immediately preceding the date of Supplier’s receipt of Buyer’s written claim notice, if the Agreement relates to the delivery of services only, or services and products, including but not limited to the delivery of the water treatment services and the making available of equipment.

2. The Buyer shall indemnify and hold harmless the Supplier from any third party claims or actions in connection with the implementation of any Agreement.

3. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue).

4. If the liability is imputable to the Supplier in terms of due or gross negligence, the limitation of liability herein contained is not applicable and the liability will be determined in accordance with the rules of the Civil Code.

Article 12 – Force Majeure

Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any other event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or other reasons preventing the Supplier from fulfilling its obligations thereunder, for a period of 180 days from the issue date. Unilateral cancellation by Buyer for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.

Article 13 – Confidentiality

Any technical or commercial information about such economic and other information and data concerning Supplier’s business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer except for benefit of Supplier in the furnishment of the Agreement; and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier’s first request or upon termination of the Agreement.

Article 14 – Governing Law / Disputes

Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of Portugal.

Any disputes arising hereunder and all documents to which these General Conditions apply shall be exclusively submitted to the competent courts of Ashland’s domicile.