

GENERAL TERMS OF SALE OF MTM PLASTICS GMBH**1. Acceptance of the General Terms and Orders**

All sales of recycled materials (the “**Products**”) from mtm plastics GmbH (“**mtm plastics**”), a member of the Borealis’ Group, listed on the mtm plastics order confirmation or agreed in writing by mtm plastics and the buyer will be exclusively governed by these General Terms of Sale (“**General Terms**”), unless otherwise expressly agreed in writing by mtm plastics.

The buyer’s general terms of purchase will not apply unless otherwise expressly agreed in writing by mtm plastics.

The offers of mtm plastics are subject to change and an order of the buyer shall not be binding for mtm plastics until it has been confirmed and mtm plastics has dispatched a written confirmation of the order.

2. Price

2.1 Prices are exclusive of VAT.

2.2 Prior to delivery, mtm plastics may change the prices due to changes in such as - but not limited to - duties, taxation, inflation rates, costs related to energy, utilities, raw materials and transportation or due to regulations on CO₂ emissions or any other government measures imposed on the relevant sale of Products.

3. Payment

3.1. The buyer shall make payments in such a way that the full amount due will be credited on mtm plastics’ designated bank account with value date latest on the due date mentioned on the payment request (in the form of an invoice or otherwise), without any discount, set-off or counterclaim. If not otherwise specified by mtm plastics, a payment request (in the form of an invoice or otherwise) will be due within 30 days from the date of the payment request.

3.2. Overdue payments shall automatically accrue interest, without further notice of default, at a rate of 12% per annum.

3.3 All payment requests shall become due and payable immediately if insolvency, liquidation or other debt restructuring proceedings are initiated against or by buyer or any of its affiliated companies.

4. Delivery

4.1 If not otherwise specified by mtm plastics, delivery shall be FCA Niedergebra, Germany (INCOTERMS 2020).

4.2 In case of substantial delay in delivery, mtm plastics will inform the buyer as soon as possible and provide a new date of delivery. If the new date of delivery is deemed unreasonable by the buyer, as sole remedy the buyer shall be entitled to cancel the order free of charge.

4.3 If buyer fails to make payments when due or if mtm plastics at any time has reasonable grounds to believe the ability of the buyer to perform its obligations hereunder is impaired, mtm plastics may suspend deliveries of Products until buyer has either provided cash payment in advance or security for payments in a form acceptable to mtm plastics. Mtm plastics may cancel any order confirmation if buyer fails to provide such cash payment in advance or security to mtm plastics.

5. Acceptance of the Products

5.1. Buyer shall carefully examine the Product(s) immediately upon delivery and inform mtm plastics in writing if the Product or their packaging is found to be defective in any respect.

5.2. Any lack of conformity which cannot be discovered, despite of careful examination in accordance with Clause 5.1, must be notified immediately when it becomes known to the buyer.

5.3. The Products shall be deemed accepted if the buyer does not give notification in accordance with Clauses 5.1 and 5.2 above.

6. Warranty and compliance with laws

6.1. Recycled plastics are always subject to material inconsistencies. Mtm plastics only represents and warrants that the Products at the time of delivery comply with the specifications agreed to in writing by mtm plastics.

6.2. Mtm plastics does not extend any warranty (express or implied) of merchantability, fitness for a specific purpose, conjunction of other materials application or manufacturing process or otherwise (even if known to mtm plastics or in specific or general statements recommended by mtm plastics such as the datasheet).

6.3. It is the buyer’s responsibility to test the Products in order to satisfy himself as to the suitability of the Products for the buyer’s particular purpose, application and manufacturing methods and to verify compliance with intellectual property rights for such purpose, application and manufacturing methods. The buyer is also responsible for the appropriate, safe and legal use, processing and handling of the Products.

6.4 No one is authorized to make representations or give warranties or assume any other liabilities on behalf of Mtm plastics except if in writing and signed by a duly authorized mtm plastics representative.

6.5 Buyer and mtm plastics shall comply with all applicable local and international anti-bribery and corruption laws and regulations, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, applicable environmental, safety, tax and export control laws (applicable to individuals and/or legal entities) related to the conclusion and performance of this Contract.

6.6 Buyer and mtm plastics as well as any of their affiliates, respective directors, officers or employees shall not engage in, support or facilitate transactions or activities that violate any laws, regulations, rules or requirements of the European Union, any EU member state, the United Kingdom, the United Nations or the United States of America relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws.

7. Liability

7.1 Without prejudice to anything else mentioned in these General Terms, mtm plastics' accumulated liability for whatever reason including but not limited to shortfall or lack of conformity shall be limited to two times the invoiced value of the non-conforming or shortfall Products. However, mtm plastics will not be liable for consequential damages such as loss of profit, turnover, production or goodwill or equivalent directly or indirectly suffered by the buyer.

7.2 The foregoing limitations do not apply in case of gross negligence, wilful misconduct or fraud by mtm plastics.

8. Force Majeure

Neither party shall be liable to the other for any failure in performance of their obligations, except for obligations to pay, due to any cause beyond their reasonable control or making performance unreasonably burdensome (Force Majeure). This includes but is not limited to, industrial actions, labour strikes and lock-outs, accidents, explosions, fire, sanctions, embargo, war (declared or undeclared), terrorist acts, pandemics, non- requisition of materials, plant or machinery break-down excluding cases of insufficient maintenance, energy or transport restrictions and deficiencies or delays in deliveries from suppliers. The buyer and/ or mtm plastics may cancel a confirmed purchase order free of charge if a Force Majeure event lasts more than 30 days. Parties agree, that the provisions of this clause shall also apply to future delays or non-performance due to expansion of a Force Majeure event existing at the time of the sale if the delay or non-performance is caused by such FM events.

9. Retention of Title

9.1 Mtm plastics reserves title to all delivered Products, until paid for in full by buyer.

9.2 If the Product has been processed, combined or mixed by buyer with other goods of buyer or any third party (the "**Finished Product**"), (i) mtm plastics acquires joint title pro rata to that part of the Finished Product that represents the invoiced value of mtm plastics' Product in relation to the total value of the Finished Product and (ii) buyer hereby assigns its rights to mtm plastics with regard to the Finished Product.

9.3 The buyer is entitled to sell the Finished Product in the ordinary course of business and hereby assigns to mtm plastics all claims against third parties that arise from or in connection with such sale.

10. Use of pallets

Not applicable.

11. Free of charge deliveries

Products delivered by mtm plastics to buyer on a free of charge basis are for buyer's sole risk. Mtm plastics makes no warranty and takes on no liability whatsoever related or arising out of the use of such Products.

12. Applicable Law and Venue

12.1 The General Terms, together with the order confirmation, and other written agreements related to the relevant sale (together, the "**Contract**"), shall be governed by the laws of Germany without recourse to the conflict of law principles, including the United Nations Convention on the Contracts for the International Sales of Goods as amended from time to time.

12.2 Any dispute arising in connection with the Contract shall be exclusively submitted to the jurisdiction of the competent court where mtm plastics has its principal place of business or at the choice of mtm plastics to the competent court of where the buyer has its principal place of business.

13. Partial Invalidity

If any one or more of the provisions of the Contract shall be held invalid or unenforceable, such provision shall be modified or eliminated to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of these General Terms shall not be affected.

14. Confidentiality

Information provided by mtm plastics to buyer shall only be used for its intended purpose. Buyer shall maintain such information confidential and shall not disclose the contents and existence of the transaction to any third party.

15. Assignment

Mtm plastics may at any time assign the Contract to any of its affiliates. The buyer may only assign the Contract with mtm plastics' written consent.

16. Services

These General Terms apply to ancillary services delivered by mtm plastics to the buyer in relation to the Products.

17. Precedence

In the event of any conflict, the terms of the mtm plastics order confirmation or other expressed written agreements shall take precedence over the General Terms.