

## **Marketplace General Rules and Conditions Contents**

LyondellBasell Marketplace Europe.....	2
Equistar Marketplace United States .....	5
Basell Marketplace International Agreement.....	11

## SUMMARY

# General Rules and Conditions of LyondellBasell

## Marketplace Europe

- The use of, all orders, bids and offers placed on and all sales finalized through the LyondellBasell Sales Marketplace Europe (the “Site”) is/are subject to the General Rules and Conditions of LyondellBasell Marketplace Europe (the “GRCs”). This summary document is only intended to provide a practical summary of the GRCs and in no way replaces or supersedes the GRCs.
- We recommend that you read the GRCs carefully and save a copy for yourself.
- Any changes in Marketplace user access requirements please notify us immediately.
- Please note that you must discontinue the access of any of your users who ceases to be an employee of your company.
- BSM and its Affiliates make no warranty; express or implied (including any warranty of merchantability or fitness for a particular purpose or any warranty) other than as separately agreed to in a contract signed by the duly authorised representatives of the parties.
- Before using a product sold by BSM and/or its Affiliates, Customers should make their own independent determination that the product is suitable for the intended use and can be used safely and legally. All bids, orders and sales are subject to the prohibited uses listed in the GRCs. Customers assume all risk and responsibility for the use and application of Non-Prime Product purchased and indemnify BSM and its Affiliates from any indirect, consequential or punitive cost, expense loss or damage.

### I – GENERAL RULES FOR ALL SALES

- A placed bid cannot be withdrawn.
- Unless explicitly stated otherwise for a specific offer or auction:
  - 1) Each offer or auction refers to a full truck load or multiples of a truck load.
  - 2) Offers are based on CIP delivery terms (Incoterms 2010).
- Price on the offer is shown as ex-plant (FCA) price & once delivery address has been selected the freight costs are added to the offer.
- Last shipment date is the last date the goods need to leave the plant. Please plan your deliveries according to our last shipping date schedule.
- You are responsible for ensuring you selected the correct payment term, delivery addresses and delivery dates, and for respecting our earliest and last shipment dates, before submitting your bid.



- Once an order is confirmed; no changes will be made to orders with regard to delivery address, delivery date or payment term.
- No express deliveries are accepted; proposed delivery dates included in the offer must be accepted by you when submitting your bid.
- Bids or orders from Customers established in a country which is not a European Union member state will not be processed or accepted.

## II – PAYMENT TERMS

- 2 options: 30 days net or 7 days -1.5%.
- If your credit limit is exceeded or overdue only Cash In Advance payment is possible.
- You will have 5 days to pay the pro form. Failure to pay within 5 days will result in order cancellation.

## III – OFFER TYPES

- “1-TO-1 OFFERS”
  - BSM invites only 1 Customer to participate;
- “FIRST COME, FIRST SERVED” OFFERS
  - The first bidder to submit the bid accepting the displayed price will be the winner and will be awarded the lot on offer.
  - If two bidders have the same bid at the same time, the bid which was registered first by our system will win.
- “ON-LINE TRADING” OFFERS
  - At the opening of the OLT, BSM fixes but does not display a reserve price, representing the minimum price at which BSM would expect to sell the lot on offer.
  - Floor price is hidden from participants.
  - At the closing of the OLT, the highest bid is awarded automatically if the hidden floor price is reached.
  - If the highest bid is below the reserve price, there will be no winner for the OLT.
  - If two bidders have the same bid, the bid which was registered first by our system will win.
  - Bidding for partial quantities is not allowed.
  - Offer time Extension: if a new bid is entered within three (3) minutes of offer expiry offer duration will extend by five (5) minutes. Maximum offer extension time is 24 hours.
- “AUCTION” OFFER
  - Price difference vs the leading customer is shown in the offer overview.
  - At the closing of the auction, the highest bid is awarded for the lot on offer.



- If two bidders have the same manual bid, the bid which was registered first by our system will win.
  - In the event two bids with the same price have been received, with one Customer using automatic bidding and the other Customer inserting the price manually, automatic bidding shall overrule the manually inserted price.
  - In the event multiple bidders use automatic bidding for the same price, the Customer inserting the automatic bidding first will win.
  - Offer time Extension: if a new bid is entered within three (3) minutes of offer expiry offer duration will extend by five (5) minutes. Maximum offer extension time is 24 hours.
- X – GROUPAGE OFFERS
    - “Groupage” means a number of batches of the same or of various products offered in a single transaction and made up to a full truck, loaded starting with the smaller batches first. No partial offer possible.
    - Groupage offers are for one single destination only and batches cannot be split between different destinations.
  - XI – PALLET RECOVERY
    - We task you to respect the property of PRS, and to return all empty PRS pallets to PRS Management BV (even if they are damaged) once unloaded.
    - The PRS pallet pool enables the plastic industry to optimally re-use PRS pallets by renting out pallets to the plastic producers and collecting them after use at their Customers’ addresses. More information about this initiative can be found on [www.palletreturnssystem.com](http://www.palletreturnssystem.com). The re-usable pallet system benefits the environment and contributes to the environmental goals issued by the EU.

For any questions regarding Marketplace please contact us directly either via your Customer Service Representative or contacting [Leila.oksanen@lyb.com](mailto:Leila.oksanen@lyb.com).

Date: 6 April 2016

# General Rules and Conditions of Equistar

## Marketplace United States

### **GENERAL RULES OF THE SITE**

1. Equistar Sales Marketplace (hereafter the “Site”) is a sub-site of the website <https://lyb.customerexpress.com>, owned and operated by Equistar Chemicals, LP (“Equistar”).
2. This Site is used by Equistar to sell online certain of its polyolefins products in North America mainly through online auctions, to natural and/or legal persons which intends to purchase products from Equistar (“Buyer”). The products currently available from time to time for sale are Non-Prime Product (“Off Grade Product”) defined as a product that does not meet Prime Product Specifications for the referenced material.

### **I - GENERAL CONDITIONS OF SALE**

For every batch of Non-Prime Product, the batch characteristics will be provided in the "batch details". Buyer agrees to purchase Non-Prime Products at its own risk understanding some of the parameters cannot always be obtained.

Buyer agrees that Equistar, as well as any affiliate of LyondellBasell Industries (“Affiliate”), makes no warranty; express or implied (including any warranty of merchantability or fitness for a particular purpose or any warranty) other than as separately agreed to in a contract signed by the duly authorized representatives of the parties.

Before using a product sold by Equistar and/or its Affiliates, Buyer should make its own independent determination that the product is suitable for the intended use and can be used safely and legally.

Buyer will assume all risk and responsibility for the use and application of Non-Prime Product purchased and agree to release, hold harmless and indemnify Equistar and its Affiliates from any indirect, incidental, special, consequential, or punitive cost, expense loss or damage including but not limited to loss of production, loss of use, loss from business interruption, loss of profit, loss of business, loss of goodwill or reputation and any other liability arising therefrom or in connection therewith. Equistar will not accept returns or claims for Non-Prime Product.

Product Data Sheets (PDS) are not available for Non-Prime Product. Off grades are classified as non-hazardous and do not require a Safety Data Sheet when sold within N. America. Equistar only sells Non-Prime Product to legal entities established in the US or Canada. Equistar will not provide any technical advice, assistance, testing or reports to Buyer with respect to (i) the selection or use of the products offered and/or delivered to Buyer or (ii) the storing, handling or usage of product.

Buyer shall comply will all of Equistar’s end-use and medical application restrictions. Access to the Site is reserved to registered users and registration is granted only to Equistar

Buyers that have been approved by Equistar:



1. By accessing the Site:
  - a) The user warrants and represents that he/she is duly authorized to act in name of and on behalf of the Buyer and to legally bind the Buyer; and
  - b) Buyer accepts that this document, together with the Privacy Statement and General Terms and Conditions for the sale of Product, constitute all together a binding agreement between you and Equistar and shall be referred herein as the “Agreement”. In case of any discrepancy, this document shall prevail.
2. We recommend that you read carefully all documents constituting the Agreement as they contain very important information on the rules of the sales carried on this Site, about your rights and obligations as well as warranty and liability limitations that may apply to you. For future reference, we also strongly recommend you to download and/or print and keep in safe custody a copy of all documents constituting this Agreement.
3. This Agreement shall enter into force at the first time you participate in Equistar online offers. (see point 2 above) and it shall automatically expire in the event that (a) you withdraw as registered user of the Site or (b) you don’t participate to any auction for a period longer than 12 (twelve) consecutive months; or (c) your account is terminated (see point 8 below) or (d) Equistar closes the Site (see point 4 below), whichever event occurs earlier. You can withdraw as registered user of the Site at any moment with a written notice to Equistar. Any expiration of this Agreement shall not affect any right or obligation of either your or Equistar arisen prior to the termination date.
4. Equistar shall have the right to suspend or close the Site at any moment provided no offer or auction is still open.

## **II – RULES ON REGISTRATION AND USE OF THE ACCOUNT**

5. You can register up to 5 (five) users to represent your company on the Site, enter into transactions on your behalf and view the transactions and other information related to you available on the Site.
6. If you wish to discontinue the access by any of your users, you must notify your Account Specialist. Please note that you must discontinue the access of any of your users who ceases to be an employee of your company.
7. During the registration process, your email address will be used as your username, a unique password will be chosen by the user. Each of your users will be required to enter his/her email address and password each time upon logging onto the Site. Your users may not share or transfer their passwords, and should keep them strictly confidential. Each user who believes his/her User password has been compromised should immediately contact their Account Specialist by email. Equistar is not responsible for the results of any fraudulent use due to unsecured passwords for which Buyer is solely responsible.



8. Equistar shall have the right to suspend or terminate at any time and with immediate effect your account in the event that: (a) you have made, make or are likely to make use of the Site which is in breach of this Agreement or in any other way that Equistar in its reasonable discretion deems contrary to the intended use of this Site or otherwise unlawful or improper; (b) you have breached in any other way this Agreement, including but not limited to a refusal to complete a transaction for which your bid has won an auction.

### **III – GENERAL RULES**

9. Equistar carries out different types of transactions on this Site. The rules applicable to all transactions, irrespective of the type, are set out in this Agreement. The additional rules specifically applicable to each transaction are set out below.
10. You shall be informed of the opening of an offer or an auction by an email from EAIWebTech@LyondellBasell.com sent simultaneously to all registered users. The invitation email shall specify the goods on offer, the corresponding offer or auction type, the opening and expiry time of the offer or auction. You can participate and place your bids exclusively online on this Site. No bids can be placed or accepted via email or other systems.
11. All offers and auctions have an expiration date and time set by Equistar at its sole discretion and displayed on the Site. In the event no bid or no winning bid is placed before the expiration time in compliance with this Agreement, Equistar may at its sole discretion extend the expiration date and time and shall so display on the Site.
12. After you have placed a bid, you cannot withdraw it, save in exceptional circumstances, such as when you can prove to the reasonable satisfaction of Equistar that your bid was submitted in error or that a technical failure has prevented you to continue your participation to the auction. To withdraw your bid in such exceptional circumstances, you have to immediately send an email to your Account Manager/sales contact with proper evidence of the reasons. Equistar shall send you a confirmation of the acceptance of your withdrawal. Once you have won, your winning bids cannot be withdrawn in any circumstances.
13. During an auction, your identity and the identity of all the other bidders shall not be shown in any manner to the other bidders.
14. Unless explicitly stated otherwise for a specific offer or auction:
  - a) Each offer or auction refers to a full hopper car;
  - b) Each lot on offer is intended in the packaging form advised on the Site (without other specific packaging options);
  - c) The price bid by Buyer for each lot on offer is intended to be DDP (Delivered, Duty Paid) delivery at the indicated ship point. FCA shall have the meaning defined in the Incoterms



2010, or any subsequent edition thereof (www.Incoterms.com) (“Incoterms”). The shipping and handling charges will be shown in the bid/order confirmation page as an additional item. If you request a change in the shipment plan after you have won a lot, Equistar may accept or reject such request at its full discretion.

- d) Each sale of goods on offer is subject to General Terms and Conditions for the sale of Products.
- 15. If and when you win a bid, Equistar shall inform you by a notification email whereby Equistar confirms that it accepts your winning bid. The contract for the specific goods you have won shall be considered concluded as of the moment Equistar has sent you the notification email. You can then contact your Account Specialist for order questions and status inquiries.
- 16. After you have received the notification email, both you and Equistar are obligated to complete the sale and purchase transaction with respect to the goods that have been awarded to you.
- 17. Equistar reserves the right to reject your bid for any reason. In the event your bid is rejected for such reasons, you will be promptly informed by email.
- 18. Equistar shall have the right to close any offer or auction before its completion in the event there are compelling technical reasons to do so (including technical difficulties experienced by Equistar, any bidders, third party in relation to the Site or any transaction tools and software made available through it) or any other event or circumstance which in Equistar opinion may represent an unlawful use. Equistar shall inform with an email message all bidders participating to an auction in case the auction is closed before its completion.
- 19. Equistar shall have the right at any time to change some or all of the rules of any offer or auction carried on the Site. Such changes shall not affect the open offers or auctions. Equistar shall inform all registered users by email when any change in the rules of the offer or auction has been made.

#### **IV – ADDITIONAL RULES FOR “1-TO-1 OFFERS”**

- 20. The offers based on the principle “1-to-1 Offer” shall be based on the following rules, in addition to the general rules set out above:
  - a) Equistar invites only 1 Buyer to participate.
  - b) Each offer is time-limited. The maximum duration of the offer shall be indicated at the opening.
  - c) In the “1 to 1” offer, Equistar specifies the selling price and you bid for the lot on offer at the price specified by Equistar. You can only indicate that you accept the displayed price but cannot make any counter-offer.





## **V – ADDITIONAL RULES FOR “AUCTION” OFFER**

21. The auction named simply as “Auction” shall be based on the following rules, in addition to the general rules set out above:
- a) Equistar invites several Buyers to participate in the auction.
  - b) At the opening of the auction, Equistar may or may not fix and display a reserve price, representing the minimum price at which Equistar would expect to sell the lot on offer.
  - c) The auction is time limited. The maximum duration of the auction shall be indicated at the opening. The auction will be closed at the expiration of the indicated time. The closing of the auction shall be indicated.
  - d) Bids below the reserve price shall not be considered.
  - e) During the auction, the leading bid shall not be shown online.
  - f) At the closing of the auction, the bid with the highest netback is awarded the lot on offer. If the highest bid is below the reserve price, there will be no winner for the auction.
  - g) If two bidders have the same manual bid, the bid which was registered first by our system will win.
  - h) In the event two bids are received for the same price; one Buyer using automatic bidding, second Buyer inserting the price manually. Automatic bidding shall overrule the manually inserted price.
  - i) In the event multiple bidders use automatic bidding for the same price, the customer inserting the automatic bidding first will win.
  - j) Offer time Extension: Equistar at its sole discretion can extend an Auction at any time. The Auction extension period will be displayed on the Site. Maximum offer extension time is 24 hours.

## **VI - MISCELLANEOUS**

22. The access and use of the Site is at your own risk. Equistar gives no warranty that this Site including any transaction tools and software made available through it, is constantly available, permitted for use in all locations and at all times, usable in connection with any hardware or software, secure or error-free, that defects will be corrected or that it or the server that makes it available are free from viruses or other harmful components.
23. Equistar assumes no responsibility and shall not be liable for any damage to or loss of data from your computer equipment which any viruses or other harmful components may infect.



To the maximum extent permitted under any applicable law, Equistar accepts no responsibility for and disclaims any liability for all damages, including without limitation, direct, indirect, incidental, consequential, special, exemplary or punitive damages, alleged to have been caused by or in connection with the access to and/or use of this website, the Site, or any e-mail message sent by Equistar in connection with this website.

24. Any communication sent to you by email is assumed to have been received by you after 12 (twelve) hours from the moment Equistar posts it to you, save in the event of evidence of earlier receipt.
25. The information displayed on the Site or contained in any e-mail messages sent by Equistar to you in connection with an auction or the Site, and in particular but without limitation any information related to the quantity, prices, routes, type of loads, etc., which are subject to any auction carried on the Site are strictly confidential and you shall not disclose the same to any third party. If you are not the named recipient of any e-mail sent by Equistar or a person charged with delivering such an e-mail to the named recipient, you will have received the e-mail in error. Please forward the e-mail to your Account Specialist with a note that you received the e-mail in error and then delete the e-mail from your computer. Equistar shall treat as strictly confidential and shall not disclose to any other registered user of the Site any information relating to your bids and any transport service awarded to you nor any other confidential information received from you for the purposed of your participation to the Site.
26. You as a user of the Site, Buyer shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.
27. Without limiting the preceding paragraphs, the liability of Equistar and the relevant Equistar affiliate under this Agreement (whether arising in negligence or otherwise) to you will not under any circumstances exceed the amount equal to the sums received from you in the bidding process(es) to which such liability relates, regardless of the cause or form of action.

Last update: 13 June 2016

# Basell Marketplace International Agreement

*Downloadable version  
Printer-friendly version*

## **I – GENERAL RULES OF THE SITE**

1. Basell Marketplace International (“Site”) is a sub-site of the website <https://polymers.lyondellbasell.com/portal/site/basell/> owned and operated by Basell Sales & Marketing Company B.V., a company incorporated under the laws of The Netherlands, having its registered office at Stationsplein 45, 3013 AK Rotterdam, The Netherlands, registered at the trade registry of the Chamber of Commerce of Rotterdam (The Netherlands) with number 34245062 (hereinafter referred to as “BSM”).
2. This Site is used by Basell International Trading FZE (BIT), a company incorporated in Dubai, UAE, registered with number DAFZAFZCOCF0295, whose office is at Dubai Airport Free Zone, UAE and Basell Asia Pacific Ltd. (BAP), a company incorporated in Hong Kong, whose office is at 12/F Caroline Center, 28 Yun Ping Road, Causeway Bay, Hong Kong (hereinafter collectively or individually referred to as “Basell”) to sell certain polyolefin products in Asia, Africa, Indian Subcontinents and Middle East Regions, through online auctions.

This document, together with **BIT’s or BAP’s General Conditions of Sale** (“Basell’s General Conditions of Sale”) constitutes all together a binding agreement between you and Basell and shall be referred herein as the “Agreement”. In case of any discrepancy, this document shall prevail on the Terms of Use, Privacy Statement and Basell’s General Conditions of Sale..

The specifications of the prime products (as designated) from time to time subject of auctions on the Site can be found on Basell’s website [link at the page of the PDS]. The specifications of widespec or off-grade materials (as designated) subject of auctions on the Site will be communicated to customers with the email announcing the relevant auction. Basell’s warranty for products sold as substandard will exclusively apply in this case as further set forth in the last part of Clause VII.1. of Basell’s General Conditions of Sale.

3. Access to the Site is reserved to registered users and registration is granted only to Basell’s customers that have been approved by Basell.
4. Each time that you enter the Site, in the welcome page you will be requested to tick an acceptance box to confirm that you have read, understood and accepted the Agreement. By ticking the acceptance box you represent that you have the authority to bind your company to the term of this Agreement. Before ticking the acceptance box, we recommend that you read carefully all documents constituting the Agreement as they contain very important information on the rules of the auctions carried on this Site, about your rights and obligations as well as warranty and liability limitations that may apply to you. For future reference, we also strongly recommend you to download and/or print and keep in safe custody a copy of all documents constituting this Agreement.
5. This Agreement shall enter into force on the first time that you tick the acceptance box (see point 4 above) and it shall automatically expire in the event that (a) you withdraw as registered user of the Site or (b) you don’t participate to any auction for a period longer than 12 (twelve) consecutive months; or (c) your account is terminated (see point 12 below) or (d) Basell closes the Site (see point 6 below), whichever event occurs earlier. You can withdraw as registered user of the Site at any moment with a written notice to Basell. Any expiration of this Agreement shall not affect any right or obligation of either your or Basell arisen prior to the termination date.
6. Basell shall have the right to suspend or close the Site at any moment, provided no auction is still open. Basell shall inform all registered users by email about the closure of the Site.

## **II – RULES ON REGISTRATION AND USE OF THE ACCOUNT**

7. You can register one user to represent your company on the Site, enter into transactions on your behalf and view the transactions and other information related to you available on the Site.
8. Upon registration, you will be sent a unique Identification Number. Your user will be sent a unique UserID and a unique password and will be asked to enter an Email address in the appropriate page in the Site and to change her/his password on her/his first login. Your user will be required to enter



his/her UserID and password each time upon logging on the Site. Your user may not share or transfer her/his User ID or password, and should keep them strictly confidential. A user who believes his/her User ID or password has been compromised should immediately contact the Site Administrator at [mybasellinternational@basell.com](mailto:mybasellinternational@basell.com). Basell is not responsible for the results of any disclosure or misuse of an UserID or password.

9. Basell shall have the right to suspend or terminate at any time and with immediate effect your account in the event that: (a) you have made, make or are likely to make use of the Site in a way that is in breach of this Agreement or in any other way that Basell in its reasonable discretion deems contrary to the intended use of this Site or otherwise unlawful or improper; (b) you have breached in any other way this Agreement, including but not limited to a refusal to complete a transaction for which your bid has won an auction.

### **III – GENERAL RULES FOR ALL AUCTIONS**

10. Basell carries out different types of auctions on this Site. The rules applicable to all auctions, irrespective of the auction type, are set out in this Section II (General Auction Rules). The additional rules specifically applicable to each auction type are set out below in Section III (1to1 Offer), Section IV (First Comes, First Served Auction) and Section V (Single Bid, Highest Win Auction), Section VI (Multiple Bids, Highest Win Auction)
11. You shall be informed of the opening of the auction by an email sent simultaneously to all registered users. The invitation email shall specify the goods on offer, the corresponding auction type, the opening and expiry time of the auction. You can participate to an auction and place your bids exclusively online on this Site. No bids can be placed or accepted via email or other systems.
12. All auctions have an expiration date and time set by Basell at its sole discretion and displayed on the Site. In the event no bid or no winning bid is placed before the expiration time in compliance with this Agreement, Basell may at its sole discretion extend the expiration date and time of an auction and shall so display on the Site.
13. After you have placed a bid, you can not withdraw it, save in exceptional circumstances, such as when you can prove to the reasonable satisfaction of Basell that your bid was submitted in error or that a technical failure has prevented you to continue your participation to the auction. To withdraw your action in such exceptional circumstances, you have to immediately send an email to [mybasellinternational@basell.com](mailto:mybasellinternational@basell.com) with copy to your Basell commercial focal point with proper evidence of the reasons. Basell shall send you a confirmation of the acceptance or not of your withdrawal. Once you have won the auction, your winning bids can not be withdrawn in any circumstances.
14. During an auction, your identity and the identity of all the other bidders as well as your and the other participant's bids shall not be shown in any manner to the other bidders.
15. Unless explicitly stated otherwise for a specific auction:
  - a) Each auction is intended to refer to the full lot on offer;
  - b) Each lot on offer is intended in the packaging form advised on the Site (without other specific packaging options);
  - c) The delivery of each lot on offer is intended to be CIF (Cost Insurance Freight) delivery at the indicated Port of Destination. CIF shall have the meaning defined in the Incoterms 2000 ([www.Incoterms.com](http://www.Incoterms.com)), provided however that the term and condition set out in this Agreement shall prevail on any terms on the same subject matter. The shipping and handling charges will be shown in the bid/order confirmation page as an additional cost item. If you request a change in the shipment plan after you have won an auction, you will be charged any additional shipping and handling charges.



- d) The payment term of each lot on offer is intended to be "L/C at sight", unless specified differently on the Site.
- e) Each sale of goods on offer is intended to be subject to **Basell's General Conditions of Sales** (which are an integral part of this Agreement)
16. If and when you win a bid, Basell shall inform you by a notification email whereby Basell confirms that it accepts your winning bid. The contract for the specific goods you have won shall be considered concluded as of the moment Basell has sent you the notification email. You can then contact the Site's administrator at [mybasellinternational@basell.com](mailto:mybasellinternational@basell.com) for order questions and status inquiries.
17. After you have received the notification email, both you and Basell are obligated to complete the sale and purchase transaction with respect to the goods that have been awarded to you in the auction.
18. Basell reserves the right to reject your winning bid in the event that, at that moment, the value of the goods in the auction, cumulated with the value of your previous orders for which payment is not yet received in full by Basell, exceeds the credit limit set by Basell for you or if for any other reasons Basell, acting reasonably, has concerns on your creditworthiness. In the event your winning bid is rejected for such reasons, you will be promptly informed by email.
19. Basell shall have the right to close any auction before its completion in the event there are compelling technical reasons to do so (including technical difficulties experienced by Basell, any bidders, third party in relation to the Site or any transaction tools and software made available through it) or any other event or circumstance which in Basell's opinion may represent an unlawful use of the auction or of the Site. Basell shall inform with an email message all bidders participating to an auction in case the auction is closed before its completion.
20. Basell shall have the right at any time to change some or all of the rules of any auctions carried on the Site. Such changes shall not affect the open auctions. Basell shall inform all registered users by email when any change in the rules of the auctions has been made.

#### **IV – ADDITIONAL RULES FOR "1TO1 OFFERS"**

23. The auction based on the principle "1to1 Offer" shall be based on the following rules, in addition to the general rules set out above:
- a) Basell invites only 1 customer to participate to the auction
- b) Each auction is time-limited. The maximum duration of the auction shall be indicated at the opening.
- c) There are 3 types of 1to1 offers: "Privileged", "Contract", or "Best Offer".:
- in the "Privileged" offer, Basell specifies the selling price and you bid for the lot on offer at the price specified by Basell. You can only indicate that you accept the displayed price but can not make any counteroffer.
  - in the "Contract" offer, the conditions of the offer (including the price of the material and the payment terms) are those agreed in a separate contract between you and Basell;
  - in the "Best Offer", you enter your bid to propose the price that you are willing to pay for the lot and Basell shall have the right to accept or rejects the bid at its discretion based on a "reserve price" Basell plans for that lot on offer.



#### **V – ADDITIONAL RULES FOR THE AUCTION “FIRST COME, FIRST SERVED”**

24. The auction based on the principle “First Come, First Served” shall be based on the following rules, in addition to the general rules set out above:
- a) Basell invites several customers to participate in the auction.
  - b) Basell defines and displays the price at which Basell offers to sell the lot. The price is displayed on the Site.
  - c) The auction is time limited. The maximum duration of the auction shall be indicated at the opening.
  - d) Bidders can only indicate that they accept the displayed price but cannot make any counter-offer.
  - e) The first bidder to submit the bid accepting the displayed price will be the winner and will be awarded the lot on offer.
  - f) If two bidders have the same bid at the same time, the bid which was registered first by our system will win.
  - g) In absence of bid accepting the displayed price, Basell may at its discretion decrease the selling price, by automatic decreases, till a ceiling price that will not be displayed.

#### **VI – ADDITIONAL RULES FOR THE AUCTION “SINGLE BID, HIGHEST WINS”**

25. The auction based on the principle “Single Bid, Highest Win” shall be based on the following rules, in addition to the general rules set out above:
- a) Basell invites several customers to participate in the auction.
  - b) At the opening of the auction, Basell indicate the minimum selling price, representing the minimum price at which Basell would expect to sell the lot on offer.
  - c) Each bidder can submit only one bid. It can either accept the minimum selling price proposed by Basell or make a counteroffer.
  - d) The auction is time limited. The maximum duration of the auction shall be indicated at the opening. The auction will be closed at the expiration of the indicated time or when all invited customers have submitted their bid. The closing of the auction shall be indicated.
  - e) At the closing of the auction, the highest bid is awarded the lot on offer. If the highest bid is below the minimum selling price indicated by Basell for the auction, Basell may at its full discretion accept or decline the bid.
  - f) If two bidders have the same bid, the bid which was registered first by our system will win.

#### **VII – ADDITIONAL RULES FOR THE AUCTION “MULTIPLE BIDS, HIGHEST WINS”**

26. The auction based on the principle “Multiple Bids, Highest Win” shall be based on the following rules, in addition to the general rules set out above:
- a) Basell invites several customers to participate in the auction.



- b) At the opening of the auction, Basell indicate the minimum selling price, representing the minimum price at which Basell would expect to sell the lot on offer. Basell indicates also the minimum price increment for each subsequent bid to be valid. If no increment is specifically indicated, the standard default increment is intended to be 5 USD per metric ton.
- c) The auction is time limited. The maximum duration of the auction shall be indicated at the opening. The auction will be closed at the expiration of the indicated time or when all invited customers have submitted their bid. The closing of the auction shall be indicated.
- d) Each bidder can submit only one bid.
- e) At the closing of the auction, the highest bid is awarded the lot on offer.
- f) If two bidders have the same bid, the bid which was registered first by our system will win.

### **VIII – MISCELLANEOUS**

- 27. The access and use of the Site is at your own risk. Basell gives no warranty that this Site including any transaction tools and software made available through it, is constantly available, permitted for use in all locations and at all times, usable in connection with any hardware or software, secure or error-free, that defects will be corrected or that it or the server that makes it available are free from viruses or other harmful components.
- 28. Basell assumes no responsibility and shall not be liable for any damage to or loss of data from your computer equipment which any viruses or other harmful components may infect. To the maximum extent permitted under any applicable law, Basell accepts no responsibility for and disclaims any liability for all damages, including without limitation, direct, indirect, incidental, consequential, special, exemplary or punitive damages, alleged to have been caused by or in connection with the access to and/or use of this website or any email message sent by Basell in connection with this website.
- 29. Any communication sent to you by email is assumed to have reached after 12 (twelve) hours from the moment Basell post it to you, save in the event of evidence of earlier receipt.
- 30. The information displayed on the Site or contained in any email messages sent by Basell to you in connection with an auction or the Site, and in particular but without limitation any information related to the quantity, prices, routes, type of loads, etc, which are subject to any auction carried on the Site are strictly confidential and you shall not disclose the same to any third party.. If you are not the named recipient of any email sent by Basell nor a person charged with delivering such an e-mail to the named recipient, you will have received the email in error. Please forward the email to insert email address with a note that you received the email in error and then delete the email from your computer. Basell shall treat as strictly confidential and shall not disclose to any other registered user of the Site any information relating to your bids and any transport service awarded to you nor any other confidential information received from you for the purposed of your participation to the Site.
- 31. You as a user of the Site shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items.
- 32. Without limiting the preceding paragraphs, the liability of Basell and the relevant Basell affiliate under this Agreement (whether arising in negligence or otherwise) to you will not under any circumstances exceed the amount equal to the sums paid by you in the bidding process(es) to which such liability relates, regardless of the cause or form of action.
- 33. This Agreement is construed and governed in all respects by English law. Any dispute arising in any manner in connection with this Agreement shall be exclusively submitted to the competent court in



London, United Kingdom, or, at Basell's option, the competent court of Buyer's registered office.

**Last update: 21 October 2014**