

Seller's General Terms and Conditions of Sales

GENERAL. Unless otherwise agreed in writing, these General Terms and Conditions of Sale together with all other terms of this Contract comprise the basis on which The Shell Company of Turkey Ltd, Merkezi Londra – Türkiye Şubesi (“Seller”) sells product and/or services related to such product (together “Product”). Buyer’s terms and conditions of purchase shall not apply. Seller and the counter party to any Contract shall be referred to as “Seller” and “Buyer” respectively; each may also be referred to as “Party” and together as “Parties”. Any abbreviation of an international commercial delivery term in a Contract document shall be deemed to be a reference to Incoterms 2020. In case of any inconsistency between the English version of these GTCs and a version in any other language, the English version shall prevail.

“Affiliate” means a legal or natural person which (i) Controls or (ii) is Controlled by or (iii) is under common Control with a Party. “Control” occurs wherever a legal or natural person directly or indirectly through one or more intermediate legal persons owns or controls in aggregate fifty percent or more of voting power.

“Change of Control” occurs whenever a legal or natural person (other than an Affiliate of that Party) either ceases to have Control of a Party or acquires such Control.

“Contract” means the relevant sales contract (to which these terms are attached or incorporated by reference), Order Confirmation (if applicable), these General Terms and Conditions of Sale, any attachments whether physically attached to this Contract or incorporated by reference and any other terms agreed in writing and signed by the Parties.

“Contract Period” means the period for which this Contract is in effect, together with the period of all or any extensions of the Contract Period in accordance with the terms of this Contract.

“day” means calendar day unless otherwise stated.

“Dispute” shall mean any dispute, controversy or claim arising out of or in connection with this Contract or its subject matter or formation, whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination, and including any non-contractual claim.

“Order Confirmation” means the written confirmation from Seller to Buyer in relation to supply of Product.

“GTC” means these General Terms and Conditions of Sale.

DELIVERY. Deliveries shall take place evenly spread over the Contract Period. Risk of loss or damage to Product shall pass to Buyer (i) as the Product passes Seller’s (or its supplier’s) last installed flange at the place of loading or (ii) when the Product first enters Buyer’s or third party pipeline facilities in the case of pipeline deliveries or (iii) when Product exits the gate where Product was stored in Seller’s (or its supplier’s) tank trucks or containers as Seller’s own inventory prior to shipment. In case the Seller buys for export from outside of his own resident title to Product shall pass to Buyer simultaneously with risk except that where the place of loading is in a non European Union country and therefore in Turkey then title shall pass to Buyer (i) at that country's border for air, rail or truck shipments, or (ii) upon leaving that country’s territorial limits for marine shipments, or (iii) at the border of the country from which the Product will be exported for pipeline deliveries. Notwithstanding anything to the contrary in this paragraph, where the place of loading is the United States, title and risk of loss or damage to Product shall pass to Buyer (i) at the border of the United States for air, rail or truck shipments or pipeline deliveries or (ii) upon the Product leaving the United States’ exclusive economic zone for marine shipments. Buyer shall comply with the standard policies, rules and/or procedures applicable at the relevant site. A specific delivery condition of this Contract shall prevail if it is in conflict with any prescribed Incoterm.

PRODUCT QUANTITY/QUALITY. Seller may supply an excess or deficiency of Product of up to 5% of the weight or volume ordered and Buyer shall pay for the quantity so supplied. Only differences in net weight or volume, against invoiced quantity, in excess of 0.5% may be subject to quantity claims. Seller warrants that at the last point before risk of loss transfers to Buyer (or on loading if the place of loading is the United States), Product shall conform to the specifications provided by Seller or, if not provided, as published by Seller. Seller makes no other warranty or representation of any kind concerning Product, whether of satisfactory quality, merchantability, fitness for any particular purpose or otherwise, and none shall be implied. Seller shall (at its cost) measure, sample and test Product in its customary manner at the loading location to determine the quantity and quality of Product delivered. The results of such measurement, sampling and testing shall be treated, in the absence of fraud or manifest error, as conclusive and binding as to the quantity and quality of Product loaded.

TAX. Where any VAT, GST, sales and use tax, excise duty, energy tax, customs duty, other similar tax or governmental charge (“Tax”) becomes payable by Seller to a third party in relation to the supply, sale, release from a tax warehouse or transport of the Product, Buyer shall pay such Tax to Seller in addition to the sales price. In general, where applicable and legally possible under local tax legislation, Seller will apply a tax exemption, 0% rate or any other tax facility applicable in the relevant country and Buyer shall provide Seller with information and documents reasonably requested by Seller. If any (additional) Tax becomes due because Buyer has not timely provided Seller with the required documents or information for the tax facility, or because of any fraud, loss or misappropriation in relation to the Product, documents or information, Buyer will indemnify Seller against all liabilities for such Tax which Seller reasonably needs to pay to a third party, including any interest, penalties and costs.

PRICE, PAYMENT, CREDIT. For purposes of this Contract “Euro” shall mean the common currency of the European Union and the place of payment under this Contract shall be Turkey. Invoiced amounts shall reach Seller’s nominated bank account, net of all bank charges and without deduction, withholding or setoff, no later than the last day of the agreed payment term. Any late payment shall bear simple interest at 0.05% per day but such rate shall be capped at the maximum rate allowed by law. At Seller’s request, Buyer shall submit financial performance data of Buyer and its guarantors and, prior to any assignment or novation, of any proposed assignees or novatees of Buyer. Additionally, Buyer agrees to dialogue with Seller in sufficient detail as is necessary for Seller to form a clear judgment on the financial health of Buyer, its guarantors and any proposed assignee or novatee. If Buyer fails to comply with this provision or, in the event that Buyer’s (or its guarantors’ or other providers’ of security where applicable) credit worthiness or ability to pay is or may be impaired, in the reasonable opinion of Seller (including but not limited to as a result of a Change of Control), Buyer shall upon Seller’s request provide security for payment in the form requested by and satisfactory to Seller at Buyer’s expense and Seller in addition to any other remedies shall have the right to without further notice to postpone or withhold supply of Product to Buyer until such security is provided. If Buyer fails to pay any indebtedness to Seller in accordance with the terms for such indebtedness (whether or not under this Contract), Seller may in addition to any other remedies, upon written notice to Buyer, postpone or withhold the supply of Product, withhold any discounts, rebate, credit and/or price allowance (notwithstanding any other provision of this Contract), change payment terms, cancel and/or terminate this Contract.

LIABILITY AND CLAIMS. Notwithstanding anything to the contrary in this Contract, Seller’s and any of Seller’s Affiliates’ total liability for any claim arising out of or in connection with this Contract including without limitation for breach of this Contract, warranty or statutory duty, or tort including Seller’s or its Affiliate’s negligence shall not exceed the Price of the relevant quantity of Product, if delivered, or, if liability arises from a failure to deliver, the sale price of the relevant quantity of Product had it been delivered. Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party (the “Indemnified Party”) its Affiliates, and its and their respective directors, officers and employees against any liability (whether strict, absolute or otherwise) for any claim, loss, damage, cost and expense, including but not limited to reasonable legal fees or attorneys’ fees and other costs of dispute resolution, on account of any injury, disease or death of persons or damage to property or the environment arising out of or in connection with (i) in the case Buyer is the Indemnifying Party, Buyer’s unloading, storage,

handling, purchase, use, sale or disposal of the Product; (ii) in the case Seller is the Indemnifying Party, Seller's loading, storage or handling of the Product; and/or (iii) any failure by the Indemnifying Party to disseminate safety and health information pursuant to this Contract. The indemnities above in this clause shall exclude liability to the extent caused by the Indemnified Party's negligence. No Party (even if negligent) will be liable to the other for any incidental, indirect, special, consequential, or punitive cost, expense loss or damage including but not limited to loss of production, loss of use, loss from business interruption, indirect loss of profit, loss of business, loss of goodwill or reputation, or wasted expenditure, provided however that this exclusion of liability shall not apply to claims by an Indemnified Party to recover any such damages paid to a third party (meaning any person or entity that is not a Party, an Affiliate, employee, officer or director of a Party or its Affiliate). Any claim (including any relating to Product quality) under this Contract shall be made by Buyer by written notice, setting forth fully the facts on which it is based, as soon as reasonable after the date when the facts were discovered or should have been discovered but in any event no more than 60 days after the loading date or month of delivery in the case of pipeline sales. Buyer unconditionally waives any and all claims that are not made during the requisite period required by this Contract and Seller shall not be obliged to accept any such claims made after such period.

FORCE MAJEURE EVENT. A Party affected by a Force Majeure Event ("Affected Party") shall not be in breach of this Contract or otherwise be liable to the other Party ("Non-Affected Party") for its failure to fulfil any term of this Contract, other than the obligation to pay any sum when due or to provide security, if and to the extent that such fulfilment has been delayed, hindered, curtailed or prevented by any circumstance or event outside the Affected Party's reasonable control or (a) any act of God, fire, explosion, landslide or earthquake; or (b) any storm, typhoon hurricane, flood, tidal wave or other adverse weather condition; or (c) any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; or (d) any epidemic or quarantine restriction; or (e) any strike, lock-out or labour dispute from whatever cause (whether or not Seller, Seller's supplier, Buyer or Buyer's supplier, as the case may be, is a party thereto or might be able to influence or procure the settlement thereof); or (f) any compliance with any law, regulation or ordinance or with any order, demand or request of any international, national, local or other port, transportation or governmental authority or agency or any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; or (g) any unavailability of or interference with the usual means of transporting Product; or (h) any malfunction, unplanned shutdown or shutdown in anticipation of or in response to a breakdown or to a malfunction affecting the plant; or (i) any inability by Seller to acquire from any one of its usual supply source(s) for this Contract, Product or any raw material, feedstock, labour, service, utility, equipment, machinery or facility necessary for manufacturing the Product (each a "Force Majeure Event"). When a Force Majeure Event results in a shortfall of Product available to meet all Seller's supply obligations, Seller shall apportion any reduced quantity of Product among itself and its customers and Affiliates in a manner it determines to be fair and reasonable. Seller shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a Force Majeure Event. Should Seller acquire any quantity of Product following a Force Majeure Event, Seller may use or distribute such Product at Seller's sole discretion. Buyer may acquire any shortfall quantity of Product from other sources at Buyer's own risk and cost. Any quantity of Product consequently not delivered will be deducted from any applicable remaining quantity obligation under this Contract unless the Parties agree otherwise in writing. The Affected Party shall promptly notify the other Party in writing with reasonable details of such event. The Affected Party shall give prompt notice to the other Party of the end of the Force Majeure Event, and shall resume full performance under this Contract as soon as reasonably possible. No Force Majeure Event shall have the effect of extending the term of this Contract or of terminating this Contract unless agreed by the Parties in writing.

DISPUTED PAYMENTS. Buyer may withhold payment of the portion of any amount that is disputed without incurring interest pending the final outcome of any applicable dispute resolution proceedings or settlement provided Buyer gives Seller immediate written notice of the dispute; however, if it is determined or agreed that any part of the disputed amount was properly due, Buyer shall pay the amount plus interest (as determined for late payments in this Contract) on that amount from the original due date.

ASSIGNMENT. Either Party shall obtain the written consent of the other Party prior to and as a condition of the assignment, transfer or novation of any right, benefit and/or obligation under this Contract (including rights to

receivables) except that, subject to the Price, Payment, Credit clause as above and the land/pipeline/marine delivery addenda as mentioned under 'Addenda', no consent shall be required where the novatee, transferee or assignee is either an Affiliate of a Party or is a purchaser of or other successor to a significant portion of the assets used to manufacture Product sold to Buyer.

SDS. Where necessary, Seller will furnish Buyer with Safety Data Sheets ("SDS"), which include health, safety, security and environment ("HSSE") information on Product consistent with regulatory requirements. Buyer will comply with all applicable Laws concerning the availability and use of the Product SDS and Buyer will disseminate appropriate HSSE information to all persons (including but not limited to Buyer's employees, contractors and customers) as required by applicable law or which Buyer foresees may be exposed to Product. When Buyer further processes, mixes or incorporates the Product into another material, resells, exchanges and/or transfers or otherwise deals with the Product, Buyer agrees to develop and use its own branded SDS and certificates of analysis consistent with the regulatory requirements of the jurisdiction(s) in which Buyer markets the Product, and Buyer shall not use any of Shell's trademarks, the Shell name, Shell contact numbers and emergency numbers or the Shell Branded SDS on the Buyer's SDS or certificates or analysis for the Product without obtaining the prior express written consent of Seller. Buyer will take reasonable steps to obtain obligations similar to those in this paragraph from its customers to whom it sells the Products.

HARDSHIP. If at any time during this Contract either Party is of the view that there has been a substantial change in business, monetary, technical or commercial conditions as a result of which that Party suffers material hardship in complying with this Contract, that Party may notify the other in writing that it wishes to meet and review the conditions of this Contract in the light of the changed business conditions. The Parties shall meet to discuss appropriate means, if any, to alleviate or mitigate the effects of such hardship in a manner equitable to both Parties. In the event that no agreement is reached as to whether hardship exists or as to measures to alleviate or mitigate the hardship, the terms of this Contract shall continue to apply and neither Party shall be released from its obligations hereunder.

TERMINATION This Contract may be terminated immediately by a Party (without prejudice to its other rights and remedies) if the other Party (i) becomes insolvent, makes an assignment for the benefit of its creditors, or is placed in receivership, administration, liquidation or bankruptcy; or (ii) is in breach of any term of the Contract and fails to remedy such breach within thirty (30) days after its receipt of written notice of such breach from the non-breaching Party.

NOTICES. Notices by a Party shall be sent only by letter delivered (i) in person; (ii) by courier; or (iii) by registered mail; to the other Party's address (as appropriate) as set out in this Contract, or as amended with 14 days written notice. Seller may notify Buyer of price changes alternatively by email, effective at the time sent by Seller.

ADDENDA. Addenda, found at www.shell.com/chemicals/euaf as of the first day of the Contract Period, or if no Contract Period is defined then the day on which this Contract is made, relating to product application (by product); export and non-diversion clauses ; Service and Delivery Standards; transportation by land/pipeline/marine; and Seller's HSSE requirements, as applicable, are herein incorporated by reference.

LAW AND DISPUTES. This Contract and any Dispute will be exclusively governed by and construed in accordance with the laws of The Republic of Turkey, excluding conflict of law rules and choice of law principles that would deem otherwise. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. The Parties irrevocably and unconditionally agree that the courts of Istanbul, Caglayan shall be the exclusive forum to settle and resolve any Dispute between the Parties. In the performance of this Contract, each Party shall comply with all applicable laws and governmental decrees, rules, regulations and orders. All provisions with respect to payment rights and obligations, disclaimers of warranties, waivers of claims, indemnification, limitations of liability, notice of claims, tax, governing law and dispute resolution, assignment, no

waiver, export and non-diversion clauses and entire agreement clause shall survive the expiration or termination of this Contract.

OTHER PROVISIONS. No delay or omission by a Party in exercising any right or remedy under this Contract or law shall operate as a waiver. Any waiver shall take effect only if it is in writing and signed by the authorised representatives of the waiving Party. The provisions of this Contract are severable. Any provision held to be invalid or unenforceable shall not invalidate the remaining provisions. This Contract, including all addenda whether attached or incorporated by reference, contains the entire agreement of the Parties relating to the subject matter of this Contract, and supersedes and extinguishes any other documents or pre-contractual statements (whether oral or written) related to the same subject matter not expressly repeated in this Contract. No amendment of this Contract shall be valid unless it is in writing and signed by the authorized representatives of each of the Parties, and performance prior to such execution will not constitute a waiver of this requirement. All provisions with respect to payment rights and obligations, disclaimers of warranties, waivers of claims, indemnification, limitations of liability, notice of claims, tax, governing law and dispute resolution, assignment, no waiver, provisions on Ethics and Compliance shall survive the expiration or termination of this Contract. (2020)