

Esolion™ Business Rules

The E-channel Business Rules fall into several categories:

1. About Esolion™
2. Registration
3. Ordering
4. Pricing Policy
5. Delivery
6. Payment conditions, method and charges
7. Communications
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1. About Esolion™

Esolion™ is the direct Sales Channel of Solvay Chemicals International (below referred to as SCI). Esolion™ allows the purchase online of Caustic Soda, Hydrochloric Acid and Hypo under well defined rules and at competitive prices. Unless otherwise provided in the Esolion Business Rules below, the Terms and Conditions of Sale – Solvay Chemicals International SA ("SCI") shall apply to any order put via Esolion. In the event of contradiction or discrepancy between the Terms and Conditions of Sale – Solvay Chemicals International SA ("SCI") and the Esolion Business Rules, the latter shall prevail.

Esolion™ is a registered trademark.

Esolion™ operates its sales channels under the registered domain name www.esolion.com.

2. Registration

- a) New customers need to register to receive a username and a password to access the secure buying pages on Esolion. Customers will only be able to buy on-line if they are registered and after appropriate credit check.
- b) The Esolion™ website uses security standards supported by browsers such as Microsoft Internet Explorer. You (= the user and your company) are responsible for:
 - i) using a browser which supports these connections,
 - ii) maintaining the confidentiality of your password and other security data

- iii) any use of any data or information obtained using your password or other security data, and
- iv) immediately notifying SCI if customer suspects or becomes aware of unauthorized use of his password or other security data. Please contact us immediately about any security concerns.
- c) Registration forms are on-line. Customer must fill in all mandatory sections applicable to his country.
- d) Upon receipt of Customer application, SCI will perform a credit check to determine credit availability. In order to maintain membership, customer must adhere to all Terms and Conditions of SCI, pay invoices on time and adhere to these Business Rules.
- e) At its sole discretion, Esolion reserves the right to reject, suspend or cancel registration without prior notice. In such case customer may get an offer or a quotation through any other traditional sales channel of SCI.
- f) Inactive empowered accounts will have access revoked automatically after 6 months.
- g) SCI is committed to the chemical industry Responsible Care® practices, as explained on Solvay HSE website under the Responsible Care Policy. SCI encourages customers to follow these practices or a similarly comprehensive health, safety and environmental program.

3. Ordering

1. Order Entry

- a) Customer must fill in all sections of the order and click on "Submit".
- b) Once customer has placed his order, he/she will receive an e-mail confirming that his/her order has been sent.
- c) Esolion kindly request customers to check on a regular basis the status of their orders via the web site.

The terms used to indicate the status of customer orders have following meaning:

Unconfirmed: Your order request has been sent to the Customer Care Service or your order may have encountered a problem.

Order Being Processed: Your order has been received and the Customer Care Service is checking product availability, delivery schedule and credit.

Confirmed: Product availability and price is confirmed, transport has yet to be booked.

Transport Booked: Delivery arrangements are confirmed.

Order Dispatched: Product has left the plant.

Invoiced: Invoice has been generated.

- c) As soon as an order reaches the status "Transport Booked", customer will **not** be able to change his/her order unless he/she pays a

surcharge due to costs incurred by SCI.

- d) Esolion policy is to deliver the product based on a minimum lead-time of 3 business days from receipt of order before noon on a business day and provided that the distance between the customer's plant and the sourcing plant is less than 350 km. However, any indication of delivery time is for information purposes only and SCI is not liable for any delay. Customer will be duly informed, by e-mail, of any change to a planned delivery date. Esolion strongly recommends customers to regularly check his/her order status via the web site.
- e) Esolion accepts orders for delivery up to 30 (thirty) calendar days in advance from the date of order.

2. Order Changes

- a) Changes to Delivery Date: Customer may delay the delivery date of Confirmed orders as long as the notification of such change is received before the order status has reached "Transport Booked". If customer needs to change the delivery date after the order status has reached "Transport Booked", customer will need to contact our Customer Care Service by email and a surcharge of Euro 10/mt (metric tonne) will be applicable. Customer will be informed by email of such surcharge.
- b) Other Changes (Quantity or Additional line): Any other change to an order than the delivery date (as described above) will be considered as a new order. The old previous order will be cancelled and a surcharge for order cancellation will be applicable as outlined below.
- c) Missed Delivery: In each of the following events, a demurrage charge will be applicable: (1) if customer cancels his/her order after it has reached the status "Order dispatched", or (2) if customer tries to delay the off loading time, or (3) if the tanker is held up on customer site for more than two hours, or (4) the tanker is turned away because customer cannot discharge the product into his/her storage tank. Such demurrage charge will be invoiced at cost.
- d) Order Cancellations: Free cancellation of an order is only possible before the order has reached the status "Transport Booked" and due to a cancellation after the said status a cancellation fee of Euro 300 will be applicable and invoiced to customer.
- e) Return of Damaged Goods or Out of Specification Material: In the event of loss or damage to the product or out of specification product at time of delivery, customer shall follow the procedure as set forth in the 'Terms and Conditions of Sale – Solvay Chemicals International SA ("SCI")'. In such case, Customer will need to contact the Customer Care Service of Esolion.
- f) Return Orders: Esolion does not accept Customer convenience returns.

4. Pricing policy

- a)) Esolion™, as an e-channel, allows SCI to distribute products at attractive prices. However, if customer prefers to use another method, e.g. by telephone, to put and follow-up order, then the price displays on Esolion website will **not** be applicable to such order.
- b) Prices for Esolion™ products will fluctuate, depending on market conditions mainly driven by supply and demand. Please check the Esolion website (www.esolion.com) for price up-date.
- c) Price will only be available for registered customers through the login procedure as described above.
- d) From the date the order is posted on the Esolion website, the price will be valid for deliveries placed between three (3) and thirty (30) days inclusive. 3 days is defined as the minimum lead time and 30 days is the limit of the price validity from the order posting date. The price on that order will not change unless customer has incurred a surcharge as outlined in Section 2 a) Order Changes.
- e) Prices on Esolion always exclude VAT and are only valid for full truck loads (from 22 to 27 tons at our discretion) and for deliveries within 350 km from our sourcing plants. Esolion reserves the right to use other sourcing plant for the delivery at his discretion.
- f) Any volumes purchased from SCI via Esolion will not be included in any other rebate or contract volume agreements between SCI and customer.

5. Delivery

- a) **Esolion™** website (www.esolion.com) is a real time order entry and self-service system of Solvay Chemicals International (SCI). The product is subject to availability, depending on other customers requests and demands. Order cancellation is only possible under the cancellation conditions mentioned above.
- b) SCI delivery time through Esolion is between 6am until 6pm Monday to Friday inclusive. SCI will not deliver at the Weekend nor on Bank Holidays. SCI will not deliver to a specified time.
- c) Delivery terms and conditions are **CIP**, according to Incoterms 2000.
- d) SCI allows through Esolion a standard two (2) hours of time for unloading operations and delivery at your site, counting from when the truck arrives to your site and until the truck leaves your site.
- e) SCI does not offer sealed trucks.
- f) Customer must inform SCI, when ordering through Esolion prior through the registration form to the first delivery its storage tank connection size and type. SCI reserves the right to refuse to deliver if we do not have the customers' connection type. In any case SCI requires the customer to use market standard connections when customer are ordering through Esolion.
- g) The product data sheet ("pds") and material safety data sheet ("sds")

are accessible via the Esolion website. It is the responsibility of customer to check that the product he/she is purchasing meets his/her requirements.

- g) As Esolion is a no-frills channel of SCI, Certificate of Conformity and/or Certificate of Analysis are not available for any delivery. Nevertheless Esolion guarantees the Product will meet the specification set forth in the technical datasheet available online on Esolion website and which is up-dated from time to time.

6. Payment Conditions, Methods and Charges

- a) Payment Terms: SCI standard terms for payment are thirty (30) days net from date of invoice. An invoice will be issued for each delivery. The invoice date will be the date of dispatch of the product from our facility. SCI reserves the right to refuse credit terms to customers.
- b) Payment Methods: Accepted payment method is **bank transfer**. Payment in full must be received into the bank account specified on the invoice on or before the due date for payment. SCI will not be liable for any bank, currency conversion or other transaction charges.
- c) E-billing: SCI sends invoices for orders executed on Esolion only through an electronic e-billing service. SCI will send to customer - upon agreement from customer upon the said process - the legal invoice by e-mail attached with an advanced electronic signature. Therefore, SCI will need a dedicated e-mail address from Customer Company. This e-invoicing method complies with the European Legislation (Directive 115/2001/EU) and to national laws having transposed said Directive.
- d) Late Payments / Past Dues: As Esolion is the direct sales channel of Solvay Chemicals International, see the 'Terms and Conditions of Sale – Solvay Chemicals International SA ("SCI")'. SCI reserves the right to immediately cancel customer registration on Esolion in the event of late payment.
- e) Order Rejection / Stop Deliveries
Orders may not be accepted and deliveries may be stopped at any time due to unpaid balances or limited credit availability.

7. Communications

- a) **Esolion**TM website (www.esolion.com) is designed to provide a streamlined approach for customers. Esolion wants to minimise unnecessary and costly communication. Dialogue will be primarily via e-mail.
- b) If customer encounters any difficulty with the ordering procedure, he/she may send an e-mail via the Contact Us facility on the Esolion

site. If Esolion encounters any problem with a customer order, Esolion will inform customer by e-mail.

c) Any claim must be initiated by e-mail and will be handled according to the Terms and Conditions of Sale – Solvay Chemicals International SA ("SCI").

d) SCI takes security and privacy very seriously. SCI will keep confidential data sent via e-mail through Esolion to a minimum. Please check the Esolion/SCI Privacy Policy on the website.

8. Miscellaneous

a) Due to our streamlined approach, SCI does not offer any technical service through the Esolion offering

b) SCI does not send or sell samples through Esolion.

c) As Esolion™ evolves, the Business Rules and legal Terms and Conditions are subject to change and it is the sole responsibility of customer to be informed of the rules and policies in force and published on the site on the date of the purchase / of the order.