GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.
   (a) These terms and conditions of purchase ("Terms") are the only terms which govern the purchase of the goods and services ("Deliverables") by Westlake Chemical Corporation and its subsidiaries and affiliates ("Buyer") from the seller named on the Purchase Order ("Seller").
   (b) The purchase is subject to these Terms (the "Purchase Order") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral concerning the subject matter herein. These Terms prevail over any of Seller's general terms and conditions, regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Acceptance or fulfillment of any part of this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Deliverables.
   (a) Seller shall provide the Deliverables in the quantities and on the date(s) specified in the Purchase Order, or as otherwise agreed in writing by the parties (the "Delivery Date"). If Seller fails to provide the Deliverables in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller. Buyer shall charge back to Seller any reasonable costs and expenses directly attributable to Seller's failure to provide the Deliverables by the Delivery Date. Seller shall provide all Deliverables to the address specified in the Purchase Order (the "Delivery Point"). If the terms of the Delivery Point are not mutually agreed upon, Seller shall pack all Deliverables for shipment according to Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Deliverables are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller’s risk and expense.
   (b) Seller acknowledges that title to the goods is with Buyer at the time of shipment and the timely delivery of the Deliverables.

3. Shipping Terms. Delivery shall be made in accordance with the terms on the face of this Agreement. All costs of transportation shall be borne by Seller. Seller shall provide all shipping documents, bills of lading, airway bills, invoices, correspondence and any other documents pertaining to this Agreement.

4. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Deliverables at the Delivery Point.

   Inspection and Rejection of Nonconforming Deliverables. Buyer has the right to inspect the Deliverables in accordance with the terms of this Agreement. Buyer may reject any portion of the Deliverables, and may reject all or any portion of the Deliverables if it determines the Deliverables are nonconforming or defective. If Buyer rejects any portion of the Deliverables, Buyer has the right, effective upon receipt of written notice to Seller, to reject the entire Deliverables. If Buyer elects to reject the Deliverables, Buyer shall provide written notice to Seller within a reasonable period, but no later than 7 days after delivery, stating the reasons for the rejection. Buyer shall be entitled to have the rejected Deliverables repaired or replaced by Seller, or to have the price of such Deliverables reduced, or to have the price of all such Deliverables reduced by a reasonable amount, or to reject the Deliverables and return them to Seller, prepaid and in salable condition. Buyer shall have the right to inspect any replacement Deliverables provided by Seller to determine whether they satisfy Buyer’s requirements. Buyer shall have the right to reject any replacement Deliverables upon the same terms as the original Deliverables.

5. Price. The price of the Deliverables is the price stated in the Purchase Order (the "Price"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, customs duties and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor, transportation costs, taxes, or otherwise, without the prior written consent of Buyer.

   Payment. Buyer shall make all invoiced payments consistent with the terms in the Purchase Order following receipt of a true and correct statement of account by Seller which is not disputed in good faith by Buyer. Under no circumstances shall Seller invoice Buyer for Deliverables provided or rendered more than 90 days after the Deliverables are completed. Buyer shall have no liability for invoices submitted to Buyer following the expiration of such 90 day period.

6. Warranty. (a) Seller warrants to Buyer that for a period of 18 months from the Delivery Date, all Deliverables will be free from any defects in workmanship, material and design; conform to applicable specifications, drawings and designs; and whether sold to Buyer or re-sold to third parties, conform to the specifications, drawings and designs required by Buyer. shelf life and the Deliverables which have been purchased by Seller, which Seller, sold, transferred or distributed to or for the benefit of another person, or any person who has been entitled to receive the Deliverables purchased from Seller by Seller’s negligence, willful misconduct or breach of the Agreement. Seller shall not enter into any settlement regarding any Losses without Buyer’s prior written consent.

7. Indemnification. Seller agrees that it will, at its own expense, defend, indemnify, and hold Buyer, its customers, officers, directors, officers, shareholders and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable legal and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance proceeds or other monies recoverable. If any occurrence of an indemnity obligation hereunder is caused or contributed to by the negligence of Seller or by Deliverables purchased from Seller or Seller’s negligence, willful misconduct or breach of the Agreement. Seller shall not enter into any settlement regarding any Losses without Buyer’s prior written consent.

8. Assignment. Buyer may assign this Agreement, or any part thereof, to any entity or entity to which Buyer may sell or transfer all or any part of its business.

9. Notices. Any notices, requests, notices, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Purchase Order or such other addresses as the parties may from time to time agree. All Notices shall be delivered personally, electronically or by facsimile. All Notices shall be deemed given if received by the parties or their representatives as set forth below.

10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such term or provision shall be deemed severable and the remaining terms and provisions of this Agreement shall remain in full force and effect.

11. Amendment and Modification. These Terms may be amended or modified in writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

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with thirty (30) days’ written notice of cancellation or material change. In the event Seller or any of its sub-suppliers’ or subcontractors fail to procure or maintain in force the insurance specified herein, Buyer may secure such insurance and the cost thereof shall be borne by Seller. The insurance required under this Section shall not limit Seller’s liability under this Agreement, nor shall it be limited by any other section of this contract.

11. Professional Liability Insurance. Seller shall carry project specific professional liability insurance covering claims to the extent resulting from the Seller’s negligent performance in providing the Deliverables. Minimum limits shall be $5,000,000 per claim and in the aggregate. Claims-made coverage will be acceptable provided the policy retroactive date is maintained prior to the date the Deliverables are rendered to Buyer and continuing for a period of time equal to 2 years from the actual completion of Seller’s obligations under this Agreement. This coverage is not applicable to any staffing services provided by Seller to Buyer.

12. Compliance with Law. Seller shall comply with all applicable laws, regulations and orders. Seller shall, and shall ensure that its sub-suppliers and subcontractors, maintain in effect all the licenses, permits and consents required by law or any governmental authority to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Deliverables under this Agreement or any resale of the Deliverables by Seller. Seller assumes all responsibility for shipments of Deliverables requiring any government import clearance. Buyer may terminate the Agreement for any reason, Seller’s sole and exclusive remedy is payment for the Deliverables received and accepted by Buyer prior to the termination. Sections 9, 15 and 19 shall survive any such termination of this Agreement.