

General Conditions of Purchase of BASF T.O.V. and its Affiliated Companies Located in Ukraine

1. General

1.1 These General Conditions of Purchase of BASF T.O.V. and its Affiliated Companies Located in Ukraine (hereinafter referred to as the "General Conditions of Purchase") form an integral part of contracts on deliveries and services between the supplier of goods or the service provider, respectively, (hereinafter referred to as the "Contractor"), and BASF T.O.V. or its affiliated companies located in Ukraine, respectively (hereinafter referred to as the "Principal").

1.2 General terms of business of the Contractor shall only apply if and insofar as the Principal has explicitly accepted them in writing. Any references of the Principal to correspondence from the Contractor containing or referring to the Contractor's general terms of business shall not constitute the Principal's acceptance of the applicability to this contract of such general terms of business. The Contractor's general terms of business shall also not apply if the Principal should accept any goods / services in the knowledge that the Contractor has purported to deliver them on general terms of business of the Contractor that deviate from or are in conflict with these General Conditions of Purchase.

2. Offers and price quotations

2.1 Offers and price quotes shall not be remunerated and shall not create any obligations on the part of the Principal.

2.2 In its offer the Contractor shall explicitly expose any discrepancies between its offer and the Principal's inquiry. If the Contractor has alternatives for an inquiry which is technologically or economically superior it shall additionally present this offer to the Principal.

3. Delivery Date, Changes in the Delivery of Goods / Provision of Services

3.1 The Contractor must comply with the agreed dates of delivery or dates of provision of services, respectively. In case of the delivery of goods such compliance requires the delivery free of any defects to the Principal within the Principal's regular business hours accompanied by the required shipping documents to the address specified in the purchase order (hereinafter "Place of Destination") If a delivery including assembly / service has been agreed, the delivery of the goods free of any defects shall not be considered timely unless the assembly / service has been duly carried out as specified in the contract. If a formal acceptance procedure is stipulated by law or specified in the contract, the time specified for such acceptance shall be adhered to by both parties. Advance deliveries of goods / provision of services or partial deliveries / partial provision of services require the Principal's prior written agreement.

3.2 If the Contractor recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Principal in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Principal of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights or claims of the Principal due to late or partial delivery of goods / provision of services.

3.3 Any changes to the goods to be delivered or services to be provided require the prior written consent of the Principal.

3.4 The Contractor shall request the documents required for the execution of the contract from the Principal in due time and check them for completeness and conformity immediately upon receipt. The Contractor shall inform the Principal in writing without delay of any inconsistencies that are apparent to the Contractor.

4. A systematic approach to operations

4.1 The Principal conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter referred to as the "ESG Standards"). The Principal has described its understanding of the ESG Standards in the Supplier Code of Conduct (<http://www.basf.com/supplier-code-of-conduct>).

ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Principal shall be entitled to check the Contractor's compliance with the aforementioned ESG Standards, either by itself or through third parties commissioned by it after giving notice.

4.2 While performing the contract, the Contractor must adhere to the Principal's occupational health and safety and environmental protection requirements specified in the contract.

5. Quality

The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. To this end, the Contractor shall use a quality assurance system with elements as per ISO 9000 ff. or a similar system of equivalent standard. The Principal shall have the right to inspect the Contractor's quality assurance system with prior notice, either itself or through third parties commissioned by the Principal.

6. Use of Subcontractors

Third parties (in particular any subcontractors) may only be employed or replaced by the Contractor to perform the contract at the site of the Principal with the Principal's prior written consent. The Principal will not refuse its consent without cause. If the Contractor intends to use subcontractors to perform the contract from the outset, the Contractor must inform the Principal of this when submitting its offer.

7. The Labour Code of Ukraine, the Law of Ukraine On Remuneration of Labour, the Law of Ukraine On Labour Protection

7.1 The Contractor shall comply with any applicable labour laws of Ukraine. The Principal shall have the right to check the Contractor's compliance with the labour laws of Ukraine, either by itself or through third parties commissioned by it after giving notice.

7.2 The Contractor must ensure that the employees used by the Contractor or its subcontractors or personnel service providers to perform contracts with the Principal receive the minimum wage in accordance with the Law of Ukraine On Remuneration of Labour.

7.3 When choosing subcontractors and personnel service providers, the Contractor shall check fulfillment of the aforementioned conditions as per Clauses 7.1 and 7.2 and require them to provide written confirmation of compliance. Furthermore, the Contractor shall obtain written assurance from these parties that they will require other subcontractors or personnel service providers as may be engaged to comply with the requirements.

7.4

7.5 Moreover, the Contractor shall accept liability vis-à-vis the Principal for any damage that may be suffered by the Principal through culpable failure to meet the obligations as per Clauses 7.2 and 7.3.

7.6 Illegal employment of all kinds is prohibited.

8. Delivery, Shipping, Packaging, Passing of Risk, Transfer of Title

8.1 Unless agreed otherwise, the delivery of goods shall be made "DAP to the Place of Destination (Incoterms 2020)". Unless agreed otherwise, the delivery shall be accompanied by two copies of the delivery note, the packing list, cleaning and inspection certificates according to the agreed specifications and all other necessary documents. If known, the following details must be given in all shipping documents and – for packaged goods – on the outer packaging too: purchase order number, gross and net weight, number of packages and type of packaging (disposable / reusable), completion date as well as Place of Destination (unloading point) and consignee. For projects, the complete job number and assembly building must be given as well.

8.2 For third country deliveries (imports), Principal shall become importer of record and Contractor shall support him with all documents and information necessary to complete and lodge a true import declaration to authorities responsible for customs, as required in the customs legislation of the country of import.

8.3 The Contractor shall notify the Principal in writing about the percentage of US controlled content.

8.4 The Contractor shall uphold the Principal's interests during the

The Principal expects the Contractor to adhere to the ESG Standards. Furthermore, the Principal calls upon the Contractor to

General Conditions of Purchase of BASF T.O.V. and its Affiliated Companies Located in Ukraine

delivery. Goods must be packed with packaging materials approved for the Place of Destination as so to avoid damage during transport. The Contractor is liable as per the statutory provisions for any damage incurred due to improper packaging.

8.5 For domestic deliveries, upon the Principal's request the Contractor shall collect any accumulated outer packaging, transport and sales packaging from the Place of Destination following delivery and dispose of it or having this done by a third party.

8.6 The Contractor shall package, label and ship hazardous products according to the applicable national and international laws and regulations.

8.7 Up until the arrival of the goods specified in the contract with the documents mentioned in Clauses 8.1 and 8.2 at the Place of Destination, the Contractor shall bear the risk of loss or damage. If the parties have agreed a delivery inclusive of assembly / service, the risk of loss or damage shall pass to the Principal after the assembly / service has been duly completed in accordance with the contract and following the handover of the goods.

8.8 If a formal acceptance is stipulated by law or by the contract, the passing of risk shall take place upon acceptance by the Principal. If formal acceptance is agreed, the risk of loss shall not pass from the Contractor to the Principal before a successful acceptance has been confirmed by the Principal in the acceptance certificate. Payment of invoice balances shall not replace a formal acceptance.

8.9 Transfer of title and ownership shall pass to Principal as per the statutory provisions.

9. Origin and Status of Goods

9.1 The Contractor declares the non-preferential origin of goods (country of origin) in commercial documents. In addition, the Contractor provides an A.TR movement certificate, if applicable. Upon the Principal's request he will provide a proof / certificate of origin specifying the origin of the goods.

9.2 The goods must comply with the regulations for the preferential origin of goods as per the bilateral or multilateral agreements or the unilateral regulations for the origin of goods pursuant to the Generalized Systems of Preferences (GSP), insofar as the delivery is within the scope of preferential trade.

10. Condition of the Delivery / Service, Complaints, Rights in the Event of Defects

10.1 The Contractor is responsible for delivering goods and services free of defects, in particular compliance with the agreed specification of goods and services, and, additionally, for ensuring that guaranteed properties and features are present. In addition, the Contractor guarantees that goods and services meet the current technical standards and – if applicable – the generally recognized standards in plant safety, occupational medicine and hygiene; are delivered by qualified personnel and are in line with all pertinent legal regulations at the Place of Destination. If machines, equipment or plants constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment and plants at the time of contract fulfillment, and shall be CE marked.

10.2 In the event of any defects, the Principal has the right to demand rectification of such defects according to applicable law. The mode of rectification shall be at the Principal's discretion. The rectification location shall at Principal's option be either the Place of Destination or the place of acceptance, if acceptance is legally required or contractually agreed, or another delivery location for the goods if this was known to the Contractor when the contract was concluded. The Contractor shall bear the cost of rectification within the framework of the statutory provisions and must execute rectification in all respects in accordance with the Principal's instructions and requirements. If (i) rectification does not take place within an appropriate period of time, (ii) rectification has failed, or (iii) it is not necessary to fix a grace period for rectification, the Principal shall be entitled to claim further legal rights in the event of defects.

10.3 If rectification does not take place within an appropriate period of time, if it has failed, or if it is not necessary to fix a grace period for rectification, the Principal has the right, in addition to the rights named in Clause 10.2, to remedy the defects itself at the cost and liability of the Contractor, or allow this work to be undertaken by third parties. The Principal is in this case entitled to demand compensation from the Contractor for the required measures. A grace period for rectification is particularly unnecessary if there is a danger of

unreasonably high damages and the Contractor cannot be reached. In addition, the applicable law shall apply. Any additional rights of the Principal concerning the Contractor's statutory liability for defects or under any guarantees shall remain unaffected.

10.4 Claims under warranty shall become time-barred thirty (30) months after the passing of risk unless a longer expiration period is prescribed by law. The Principal shall not be deemed to have waived any of its rights to make claims under warranty in the absence of an express written waiver.

11. Infringing Property Rights

It is the Contractor's responsibility to ensure that the delivery of the goods and / or provision of the services by the Contractor and the use thereof by the Principal pursuant to the contract will not infringe any patent laws, copyright or other proprietary rights of third parties. Notwithstanding other legal claims, the Contractor shall indemnify the Principal from any third party claims for which the Principal may be held liable as a result of the infringement of any of the aforementioned property rights if these are based on a culpable violation of obligations by the Contractor. In this case, the Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Principal in preventing and / or rectifying any infringements of property rights.

12. Antitrust Damages

If, related to the contract negotiations or in connection with the contractual relationship, the Contractor has verifiably entered into an agreement which constitutes an unlawful restriction of competition or otherwise violates antitrust regulations, the Contractor shall pay an amount equal to fifteen percent (15%) of the net order value (excluding value added tax) of the products delivered to the Principal and included in the agreement or the services rendered to the Principal and included in the agreement as liquidated damages. Evidence of an inadmissible agreement may also be provided by a final decision (e.g., an order imposing a fine) issued by a competent antitrust authority or a court. In the event of such a decision, the Contractor shall provide the Principal with all information required to examine the existence of a claim; in particular, the Contractor shall inform the Principal which products or services were covered by the agreement in terms of time and subject matter. If the Contractor proves that the actual expenses and costs of the Principal are significantly lower, the amount of the liquidated damages shall be reduced accordingly. Further claims of the Principal shall remain unaffected.

13. Contract Penalty

If a contract penalty has been agreed upon and is incurred, the Principal is entitled to claim such penalty until the final payment is due. Payment of the penalty shall not release the Contractor from the main obligation under the Agreement.

14. General Liability, Insurance

14.1 Unless otherwise established in these General Conditions of Purchase, the Contractor shall be liable as per the statutory provisions.

14.2 The Contractor shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to the Principal upon request. The Contractor's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

15. Invoicing, Payment

15.1 The agreed prices are net of any applicable value-added tax. Invoices are to be issued for deliveries made and services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the deliveries / services being invoiced are subject. If self-billing (evaluated receipt settlement) is agreed, the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation specified in advance.

15.2 The Contractor must provide a separate, auditable invoice for each purchase order, which must include all of the legally required information under Ukrainian law. The invoice must include the Principal's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other

General Conditions of Purchase of BASF T.O.V. and its Affiliated Companies Located in Ukraine

records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Principal in the purchase order.

15.3 Unless agreed otherwise, the payment period shall commence as soon as an invoice that meets the applicable value-added tax requirements has been received at the billing address. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to determination of contractual compliance and completeness for the delivery / service provided.

15.4 Payments by the Principal shall not represent an acceptance of the conditions and prices stated in the invoice and shall not constitute a waiver of the Principal's rights with regard to deliveries made / services provided that differed from those as agreed upon, the Principal's rights to inspection, and the right to find fault with an invoice due to other reasons.

16. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention

16.1 The Contractor may assign the rights and obligations under the contract with the Principal to third parties only with the prior written consent of the Principal.

16.2 The Contractor is required to notify the Principal forthwith in writing of any assignment of the contract by virtue of law and of any change of its trade name.

16.3 The Principal may assign the rights and obligations under the contract with the Contractor to BASF SE, Ludwigshafen (Rhine) or to any affiliated company at any time without the Contractor's prior agreement, provided that the execution of the contract is not endangered thereby.

16.4 The Contractor shall only be entitled to offset against reciprocal claims arising from this contractual relationship, and against undisputed claims or claims substantiated by court judgement. The Contractor is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

17. Termination, Rescission

17.1 The Principal's right to ordinary termination of the contract with notice or to rescission from the contract shall follow statutory provisions, unless set forth otherwise in the individual contract. A good cause for termination by the Principal is given in particular if:

- The Contractor commits a breach of duty, which is not remedied within a reasonable period of time defined by the Principal and following a termination warning or a fruitless warning and therefore, taking into account all circumstances of the individual case and weighing the mutual interests, the continuation of the contractual relationship cannot reasonably be expected from the terminating party;
- The relationship of trust is significantly and lastingly disrupted due to circumstances occurring after conclusion of the contract, e.g., due to a violation of criminal laws or due to commission of administrative offences in the course of the performance of the contract by the Contractor or by third parties employed by the Contractor for the execution of the contract, and therefore, taking into account all circumstances of the individual case and weighing the mutual interests, the continuation of the contractual relationship cannot reasonably be expected from the terminating party, or
- A significant deterioration in the asset situation of the Contractor has taken place, which jeopardizes contract fulfillment, or
- The Contractor does not comply with his/her obligation to pay taxes or social security contributions, or
- There are other circumstances that make continuation of the contract with the Contractor unreasonable for the Principal.

17.2 In cases of termination for good cause as per Clause 17.2 the services verifiably performed by the Contractor in line with the contract up to the time of the cancellation shall be remunerated upon submission of the relevant receipts. Payments already made by the Principal shall be offset against the payment or refunded in cases of overpayment. The Principal's further statutory rights and claims, in particular with regard to damage compensation, shall remain unaffected.

17.3 If the Contractor has acquired from the Principal any documents,

records, plans or drawings within the scope of the contractual collaboration or for the purposes of fulfilling the contract the Contractor must forthwith hand them over to the Principal in the event of termination of the contract by a party to the contract. These requirements apply likewise in the event of rescission.

18. Contractor's Removal Duty in the Event of Termination of Contract

In the event of termination of the contract, the Contractor must, at its own expense and regardless of the grounds for termination, forthwith dismantle and remove any plant, tools and equipment used and / or stored on the Principal's premises. Any waste or debris produced by the Contractor's work must be promptly removed and disposed of appropriately by the Contractor at its own expense. If the Contractor does not fulfill its duties in this regard, the Principal may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to the Contractor if the work has still not been completed after a reasonable period of time has elapsed. These requirements apply likewise in the event of rescission.

19. Documents, Confidentiality, Rights of Use, Data Protection

19.1 The Contractor must provide to the Principal the agreed quantity of any plans, calculations or other documents in order not to exceed the contractual deadline for execution.

19.2 The review and / or release of any Contractor's documents by the Principal shall not relieve the Contractor of any of its responsibilities for these documents under the contract.

19.3 Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal (hereinafter "Principal Documentation") shall remain the property of the Principal and must be returned to the Principal forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Principal Documentation. The Contractor must observe the proprietary rights of the Principal in and to all Principal Documentation.

19.4 The Contractor is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information given in Principal Documentation (hereinafter "Confidential Information"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way. The Contractor is entitled to share confidential information with subcontractors approved by the Principal if the sub-contractor requires this information in order to fulfill the contract.

20.5 Confidential Information may not be used for any purpose other than fulfilling the contract. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the contract has ended.

20.6 This confidentiality requirement shall not include any information that the Contractor lawfully possessed prior to the Principal's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the Contractor shall not release such a person from its obligation to confidentiality. The burden of proof for such an exception lies with the Contractor.

20.7 The Contractor shall ensure that its employees and other vicarious agents deployed to fulfill the contract are obliged to confidentiality according to the above confidentiality provisions by means of appropriate contractual agreements, too. Upon request, the Contractor shall confirm compliance with these obligations to the Principal in writing.

20.8 The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is

General Conditions of Purchase of BASF T.O.V. and its Affiliated Companies Located in Ukraine

lost and / or accessed by unauthorized parties.

20.9 "Work Results" are all results of the Contractor's work that arise in connection with the order as well as the results of the work of third parties that have been brought in by the Contractor to perform the Contract with regard to the production of work results as well as all of the Contractor's copyright-protected items and services that may arise in the course of Contract performance, including, without limitation, all plans, drawings, graphics, calculations and other documents.

20.10 The Contractor shall grant the Principal the right, freely transferable and/or sublicensable to third parties, without any restrictions as to area, content or time, to use the Work Results in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage de-vices, for the contractually agreed purposes or purposes implied as per the Contract. The purposes implied as per the Contract include, in particular, the right to edit and process, to store in all media and to reproduce. The Contractor shall obtain any necessary granting of rights by third parties for this purpose. The Principal accepts the granting of the right.

20.11 Moreover, the Contractor shall grant the Principal an exclusive right to use the Work Results that the Contractor created specifically for the Principal or had third parties create for the Principal, and shall obtain any necessary rights from third parties. The Principal accepts the granting of the right. Pre-existing rights of the Contractor or of third parties shall remain unaffected hereby.

20.12 The above provisions do not affect the author's inalienable personal non-property rights under the Law of Ukraine On Copyright and Related Rights.

20.13 The granting of the rights set out in Clauses 20.10 and 20.11 is covered by the agreed remuneration.

20.14 In case the Contractor, in the course of the performance of the respective contract, receives from the Principal or other-wise obtains personal data related to employees of Principal (hereinafter referred to as "Personal Data") the following provisions shall apply.

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of the Principal, Contractor shall only be entitled to process Personal Data for the performance of the respective contract. Contractor shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.

If and to the extent permitted by applicable laws, Contractor is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective contract.

Contractor shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle). Contractor shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Contractor shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Contractor will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Contractor with regards to Personal Data shall be excluded.

In addition to its statutory obligations, Contractor shall inform Principal in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Contractor shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

21 Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction

21.1 The Contractor may only refer to or publicly disclose other-wise its business relationship with the Principal with the prior written consent of the Principal, or where this is unavoidable in order to fulfill the contract.

21.2 The invalidity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.

21.3 The contract shall be construed and be subject to the substantive laws of Ukraine.

21.4 At the Principal's option the place of jurisdiction shall be either the court competent for the Principal's registered office or the court competent according to the applicable law.