Conditions of Purchase of BASF SE and its Affiliated Companies Located in Germany for Engineering Services

1. General

1.1 These conditions of purchase of BASF SE and its Affiliated Companies Located in Germany for Engineering Services (hereinafter "Conditions of Purchase for Engineering Services") form an integral part of the contracts on provision of engineering and architectural services, such as calculations, planning services and technical consulting services (hereinafter collectively "Engineering Services") between the service provider, respectively, (hereinafter "Contractor") and BASF SE or its affiliated companies located in Germany, respectively, (hereinafter "Principal"), insofar and to the extent not agreed otherwise in the individual Contract.

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 the provision of Engineering 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 Conditions of Purchase for Engineering Services.

2. Offer

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.

3. Types of Orders

3.1 "Contract" in the meaning of these Conditions of Purchase for Engineering Services is an object-related or project-related individual Contract and a "call-off contract" based on an existing framework purchase order or framework contract (hereinafter "Framework Order") between the Principal and the Contractor.

3.2 For the call-off contract, the provisions in the relevant framework purchase order shall apply even if the Principal does not refer to the relevant framework purchase order when concluding or awarding the respective call-off contract.

3.3 Details on the type of order are specified in the Principal's relevant purchase orders.

Type and scope of the Engineering Services to be provided, and the remuneration of the Contractor are defined by the Contract and its following components – valid in case of contradictions in the specified sequence. This order of precedence does not apply if any ambiguity or incompleteness in the primary contract elements can be remedied or completed by the subordinated contract elements. Applicable are:

a) The respective Contract
b) Framework purchase order (in case of a call-off contract)
c) The Principal's "Supplementary discipline-specific provisions for Engineering Services" specified in the respective Contractor framework purchase order in the version valid at the time of contract conclusion
d) The "Conditions of Purchase of BASF SE and its Affiliated Companies Located in Germany for Engineering Services" in the version valid at the time of contract conclusion
e) Standard Service Catalogs (SSC) / Service Catalogs (SC)
f) The site regulation of the Principal valid at the place of provision of the Engineering Services in the version valid at the time of contract conclusion can be downloaded at http://www.basf.com/supplier-conditions
g) The other discipline-specific Technical Rules of the Principal specified in the respective Contract or framework purchase order in the version valid at the time of contract conclusion
h) All technical regulations and standards in the respective version valid until acceptance, such as DIN standards, EN standards, ISO standards, VDI/VDE directives including published drafts, provided that they comply with the generally applicable rules of technology, the manufacturer's guidelines and regulations, provided that they comply with the generally applicable rules of technology valid at the time of acceptance
i) The relevant regulations on occupational health and safety such as the Construction Site Ordinance and the provisions on occupational health and safety at construction sites, the Occupational Health and Safety Act, the German Workplace Ordinance and the Workplace Regulations, DGUV regulations (accident prevention regulations), other provisions issued by professional associations, the directives and regulations issued by German property insurers
j) Public laws, ordinances and other regulations issued by the federal government, the states and other public law bodies.

The Contractor shall ensure that its employees, any personnel service providers and subcontractors (hereinafter "Vicarious Agents") have access to and are familiar with the aforementioned site regulations specified in f). The Contractor shall also ensure that its Vicarious Agents comply with the site regulations.

4. Dates / Periods, Partial Services, Changes

4.1 The Contractor shall comply with all contractually agreed dates. Meeting the deadlines agreed in the Contract is an essential contractual duty. The time of final acceptance is definitive for the timeliness of the completion of the Engineering Services.

4.2 Advance completion of Engineering Services or the provision of not contractually agreed partial services require prior approval by the Principal. As soon as the Contractor recognizes that it is not able to fulfill its contractual obligations either in full or in part, or not within the time frame given, it must report this to the Principal in writing without hesitation, stating the reason(s) for this delay and the predicted length of the delay, and propose measures for avoiding missing the deadline.

Unconditional acceptance of a delayed (partial) Engineering Services shall by no means waive any rights or claims of the Principal related to the late (partial) Engineering Services.

On becoming aware of an increase, reduction, change or other deviation (hereinafter "Changes") from the agreed scope of services to be performed while fulfilling the Contract, the Contractor shall inform the Principal immediately in writing specifying the resulting scheduling and financial consequences. Any Changes to the Engineering Services require prior written consent by the Principal.

If the Principal exercises its rights to unilaterally demand Changes to the Contract, the Contractor is obligated to comply if the execution is reasonable.

Any adaptation of the remuneration in such a case is governed, by way of analogy, by statutory provisions in Section 650c German Civil Code (BGB).

4.3 The Contractor shall request the documents required for the provision of the Engineering Services from the Principal in due time and review the documents for completeness and compliance immediately upon receipt. The Contractor shall inform the Principal immediately in writing of any inconsistencies that are apparent to the Contractor.

4.4 If any part of the Engineering Services shall be performed at the site of the Principal, such Engineering Services shall be performed within the normal working hours of the Principal. Regular working hours are weekdays from

Monday to Friday, 7:30.a.m. to 4:30 p.m., unless otherwise agreed in the Contract. A contact designated by the Contractor must be available to the Principal at all times during normal working hours.

4.5 The Vicarious Agents deployed by the Contractor have to possess the required skills, qualifications (in particular specialized knowledge) and experience to provide the commissioned Engineering Services in compliance with the Contract and are equipped with the necessary equipment and the personal protection equipment specified.

5. Compliance, ESG and Sustainability, EHS and Safety Regulations

5.1 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 aswell as responsible corporate governance (hereinafter "ESGStandards"). The Principal has described its understanding of theESG Standards in the Supplier Code of Conduct https://www.basf.com/global/en/who-we-are/organization/suppliers-and-partners/sustainability-in-procurement/supplier-code-of-conduct.The Principal expects the Contractor to adhere to the ESG Standards. Furthermore, the Principal calls upon the Contractor to 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 orthrough third parties commissioned by it after giving notice.

5.2 In case of imports of goods listed in Annex I of the Regulation (EU) 2023/956 (as amended from time to time) (hereinafter "CBAM Regulation") by Principal, the Contractor shall, upon Principal's request, provide to the Principal without undue delay all relevant data and information necessary for the Principal to fulfill its obligations, especially as CBAM declarant, under the CBAM Regulation, as well as the relevant implementing regulations.

5.3 The Contractor shall take all necessary precautions and safety measures in order to prevent within its scope of responsibility damage to persons, health, the environment, property and assets at its own cost.

5.4 If the delivery items contain at least one of the goods listed in the Annex I of the Regulation (EU) 2023/1115 on deforestation-free products, they shall meet the legal requirements of this regulation applicable at the time of contract fulfillment.

5.5 The Contractor shall ensure that the Vicarious Agents it uses comply with the constraints of the Principal regarding occupational safety and health and environmental protection (EHS) specified in the Contract, all relevant statutory, governmental andother EHS regulations and the plant-specific -safety instructionsthat are to be provided to the Contractor by the responsible plant management of the Principal before the start of the Engineering Services.

5.6 The Contractor is responsible for giving instructions to and supervising its Vicarious Agents. In the case of imminent danger,the Principal may give safety-related instructions to the Vicarious Agents of the Contractor.

5.7 The Contractor shall furnish its Vicarious Agents with personal safety equipment as required for the Engineering Services being provided.

5.8 The Contractor shall bear any processing costs incurred by the Principal as the result of culpable wrongdoing on the part of the Contractor and his Vicarious Agents, especially in the case of violations of criminal law or the Technical Rules named in Clauses 3.3 and 5.3. The Principal's further rights shall remain unaffected.

6. German Supply Chain Due Diligence Act Compliance Provision

6.1 Pursuant to the terms of the German "Act on Corporate Due Diligence Obligations for the Prevention of Human Rights Violations in Supply Chains" (the "Supply Chain Act"), Principal must comply with certain human rights-related and environment-related supply chain due diligence obligations to prevent or minimize risks to human rights or to the environment and to end the violation of human rights or damage to the environment. A copy of the English version of the Supply Chain Act can be downloaded from the (German) Federal Ministry of Labor and Social Affairs website at: https://www.csr-in-deutschland.de/SharedDocs/Downloads/EN/act-corporate-due-diligence-obligations-supply-chains.pdf?__blob=publicationFile#linkicon.
Section 2 of the Supply Chain Act defines the terms "human rights risk" and "environment-related risk" (collectively "Risks") and "violation of a human rights-related obligation" and "violation of an environment-related obligation" (each a "Violation" and collectively "Violations").

6.2 If and to the extent that Principal – according to Principal's risk analysis – identifies and prioritizes specific Risks related to the Contractor or the Contractor's suppliers,

- Contractor must comply with Principal's expectations (i) to prevent or minimize any such Risks and (ii) not to commit any corresponding Violations (collectively "Expectations"), and must appropriately address the Expectations vis-à-vis its suppliers along its supply chain; and
- Contractor must, upon Principal's request, implement initial and further training measures to its officers and employees regarding the compliance with the Expectations; and
- Principal may, upon reasonable prior written notice, conduct audits to verify Contractor's compliance with this Clause (the "Audit") through an independent third-party auditor reasonably acceptable to both Parties (the "Auditor"); in this case, Contractor must provide the Auditor with all data, documents, and other information, whether in written, oral and/or electronic form, as reasonably requested by the Auditor for the Audit.

6.3 If Principal and/or the Auditor finds evidence of a Violation committed by the Contractor, then Contractor must implement and execute appropriate corrective measures as reasonably requested by Principal in writing. If the Violation committed by the Contractor as determined by Principal is such that it cannot be ended in the foreseeable future, then Principal and Contractor must without undue delay jointly develop and implement a corrective action plan to end or minimize such Violation (the "Remedial Plan"), which must contain a concrete timetable.

6.4 Principal may terminate this contract with immediate effect if (i) the Violation is assessed as very serious, and (ii) the implementation of the measures developed in the Remedial Plan does not remedy the situation after the time specified in the Remedial Plan has elapsed, and (iii) Principal has no other less severe means at its disposal and increasing the ability to exert influence has no prospect of success.

6.5 The policy statement on Principal's human rights strategy is available at: https://www.basf.com/global/en/who-we-are/sustainability/responsibility-for-society-and-nature/human-rights/policy-commitment#download

7. Quality

The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. The Contractor shall apply 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.

8. Testing and Inspection in the Course of Contract Fulfillment

8.1 The Principal has the right to test or inspect how the Contract is being fulfilled by the Contractor.

6.2 Such inspection/testing does not have any effect on the contractual and legal rights or claims of the Principal.

9. Acceptance of Engineering Services

9.1 As soon as the Contractor has provided the Engineering Services in full in accordance with the Contract, the Contractor shall inform the Principal of the completion of the Engineering Services in writing (including the use of an Electronic Data Processing (EDP) system such as Avisor). The Contractor is obligated to review its Engineering Services prior to the notification of completion for completeness and faultlessness and promptly execute any remaining work/rework that may be necessary. If the requirements for acceptance have been met, the acceptance will be given in writing. Section 640 Para. 2 BGB remains unaffected. Engineering Services provided under call-off contracts can be accepted in the Avisor EDP system, which the Contractor can use. The above provisions apply accordingly in the case of contractually agreed partial acceptance.

The Principal can refuse to submit a declaration of acceptance and withhold any installment payment associated with this if the Engineering Services are not provided in full or are defective; however, acceptance cannot be refused due to insignificant defects. Sentence 1 also applies in the case of an agreed acceptance date or a deadline for acceptance set for the Principal by the Contractor.

9.2 Clauses 9.1 to 9.3 apply equally to the acceptance of a rectification measure in the case of a liability for defects on the part of the Contractor.

9.3 The Contractor shall issue a partial and final invoice, which must meet the requirements of Clause 17, for accepted partial and complete service.

10 Use of subcontractors and personnel service providers

10.1 Third parties (in particular any subcontractors as well as personnel service providers and self-employed persons or leasing employees provided by the Contractor) 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 fulfill the Contract from the outset, the Contractor must inform the Principal of this when submitting its offer.

10.2 The Principal has the right to base its decision whether to grant approval for the use or replacement of subcontractors and personnel service providers by the Contractor within the meaning of Clause 10.1 on an approval audit. Upon request by the Contractor, the Contractor may participate in such an approval audit.

10.3 Irrespective of the execution of an approval audit and the written consent of the Principal, the Contractor shall contractually obligate the designated subcontractors or personnel service providers to refrain from deploying third parties within the meaning of Clause 10.1 without prior written consent. The Contractor shall undertake all reasonable checks and efforts to prevent an impermissible personnel leasing or a chain leasing within the meaning of Section 1 para. 1 sentence 3 of the German Temporary Employment Act (AÜG).

10.4 The use of third parties or a respective consent from the Principal shall not affect the Contractor's responsibility for proper fulfillment of the Contract.

10.5 The Contractor shall ensure that its contracts concluded with subcontractors include a clause that, in the event of early termination of this Contract for reasons attributable to the Contractor, the Principal may enter the contract concluded between the Contractor and the subcontractor.

11 Working Conditions, Occupational Health and Safety Law (ArbSchG, ArbStättV), Statutory Minimum Wages Act (MiLoG), Employee Assignment Law (AEntG), Prohibition on Illegal Employment

11.1 The Contractor shall comply with the relevant regulations of labor law and occupational health and safety law and, in particular, observe any existing legal requirements for the provision of adequate accommodation or for ensuring adequate accommodation. The Principal shall be entitled to check the Contractor's compliance with the aforementioned regulations, either by itself or through third parties commissioned by it after giving notice.

11.2 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 as per the German Minimum Wages Act (MiLoG), respectively the minimum hourly rate of pay (Mindeststundenentgelt) according to the regulation based on Section 3a AÜG. If the Engineering Services to be provided are subject to the scope of the Employee Assignment Law (AEntG), the contractor must moreover ensure that the provisions contained in German law or administrative provisions as listed numerically in Section 2 paragraph 1 AEntG concerning working conditions as well as the collective bargaining agreements to be applied in accordance with Section 3 AEntG - in particular with regard to the payment of standard wages - are observed. The Contractor must also ensure that binding obligations to pay contributions to social security carriers, employers' liability insurance associations and other institutions such as the joint institutions of the collective bargaining agreement parties named in Section 8 AEntG are fulfilled.

11.3 When choosing subcontractors or personnel service providers, the Contractor shall check fulfillment of the aforementioned conditions as per Clauses 11.1 and 11.2 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.

11.4 The Contractor shall indemnify the Principal against justified claims any employee of the Contractor or any employee of a subcontractor, regardless of level, or of a personnel service provider used has brought forward towards the Principal as the guarantor of payment of the statutory minimum wage or industry minimum wage, or claims by one of the institutions of the collective bargaining agreement parties named in Section 8 AEntG for the provision of payments.

11.5 The Principal is entitled to terminate the Contract with the Contractor without notice if and when the Principal is justifiably made liable as guarantor according to MiLoG or AEntG.

11.6 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 11.2 and 11.3.

11.7 Illegal employment of all kinds is prohibited.

12 Condition of the Engineering Services, Rights in the Event of Defects

12.1 The Contractor's statutory liability for defects shall be as setforth in the statutory provisions of the BGB.The Contractor is responsible for provision of Engineering Services free of defects while cooperating in compliance with the Contract for work and services, in particular complying with the agreed specification of services, ensuring the Engineering Services are suitable to be used, as agreed with the Principal or presupposed under the Contract, for the building/engineering construction and/or plant, and, additionally, for ensuring that guaranteed properties and features are present.

12.2 In addition, the Contractor guarantees that the Engineering Services meet the current technical standards and – if applicable
– the generally recognized standards in plant safety, occupational medicine and hygiene; are provided by qualified Vicarious Agents and are in line with all relevant legal regulations pertinentat the place of fulfillment.
12.3 In the case of project or object supervision delegated to the Contractor, the Engineering Services shall be considered defective if the building/engineering construction and/or plant has not been erected in line with the contract and this is attributable to a defective or neglected supervision and/or coordination service on the part of the Contractor.
12.4 The limitation period for defects in Engineering Services provided under a Contract for work and services is based on Section 634a BGB and begins with the Principal's acceptance. A waiving of claims for defects on behalf of the Principal shall only come into effect if expressly presented in writing.
12.5 In the event of any defects in the Engineering Services, the Principal has the right to demand rectification of such defects according to applicable law.
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 rectification does not take place within an appropriate period of time, rectification has failed, or 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.
12.6 If rectification does not take place within an appropriate period of time, if it has failed, if the Contractor is in delay with regard to rectification, 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 12.5, to remedy the defects itself at the cost and liability of the Contractor, or allow this work to be undertakenby 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.

13 Infringing Property Rights
It is the Contractor's responsibility to ensure that the Engineering Services of the Contractor and the use thereof 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. The Contractor shall in this case bear the cost of any licensing fees, expenses and fees incurred by the Principal in preventing and/or rectifying any infringements of property rights.

14 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 Engineering 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 Engineering 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.
15 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 without requiring a reservation pursuant to Section 341 paragraph 3 BGB.

16 General Liability, Insurance
16.1 Unless otherwise established in these Conditions of Purchase for Engineering Services, the Contractor shall be liable as per the statutory provisions. If claims are made against the Principal by third parties due to damage that falls under the responsibility of the Contractor, the Contractor undertakes to indemnify the Principal from these claims immediately, unless the Contractor proves that it has not culpably caused the damage in question.
16.2 The Contractor shall take out and maintain sufficient liability insurance, that also covers damage sustained by industrial customers, in line with usual industry standards at its own cost for damage for which the Contractor may be held liable.
16.3 The coverage of liability insurance per damage event must be at least EUR 5,000,000 all-inclusive for damage to persons, property and assets and a maximum annual compensation payment of at least EUR 10,000,000. Evidence of the amount of insurance coverage shall be provided to the Principal upon request.
16.4 The Contractor's contractual and legal liability remains unaffected by the extent and amount of his/her insurance coverage.

17 Price Types, Renumeration, Invoicing, Payment
17.1 The remuneration for Engineering Services accepted by the Principal is paid in accordance with the price types
- "lump-sum fixed price"
- "fixed price", or
- "price by expenditure"

In the case of the "fixed price" price type, Engineering Services accepted by the Principal are billed and settled based on the contractually agreed Service Catalogs (SC) / Standard Service Catalogs (SSC). In the case of the "price by expenditure" price type, Engineering Services accepted by the Principal are billed and settled based on the agreed hourly rates, provided hourly billing and settlement is permitted by law. Different price types may be defined in the Contract.
17.2 The agreed remuneration is net price, if the Engineering Services are taxable and subject to taxation in Germany, any value-added tax owed by law shall be included in the invoice and paid when the invoice is settled; the invoice shall comply with the requirements of German Value Added Tax Act (UStG), including Section 14 UStG, where appropriate.

Otherwise, the Principal can withhold any value-added tax until the Contractor has submitted a corresponding invoice which entitles the Principal to an input tax deduction. If self-billing under Section 14 Para. 2 Sentence 2 UStG is agreed, the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation specified in advance. If the Contractor is not based in Germany, while the Engineering Services are taxable and subject to taxation in Germany, the invoice shall explicitly specify "Tax liability of the recipient of the services" or "Reverse Charge" (Section 13b Para. 5 UStG). Specifying value-added tax in these invoices is not permitted.

17.3 The Contractor shall state the full purchase order number of the Principal on the invoice.

Proof of services and other supporting documents shall be included with the invoice. Invoices shall correspond to the Contract with regard to designation, price, quantity, sequence of ordered items and item numbers. Invoices are to be sent to the billing address specified in the Contract.

17.4 Unless otherwise agreed, the payment period shall commence as soon as an invoice that meets the aforementioned 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 verification that the Engineering Services conform to the Contract and are complete.

17.5 Payments by the Principal shall not represent an acceptance of the conditions or prices stated in the invoice, and shall not constitute a waiver of the Principal's rights regarding Engineering Services performed that differed from those as agreed upon, the Principal's rights to inspection, or the right to find fault with an invoice for other reasons.

17.6 If a tax deduction is required by legal provisions affecting the Contractor for a service provided by the Principal, then the Principal is liable for the due tax. The withholding of the tax is settled by a deduction from the respective invoice amount. A certificate shall be prepared for the withheld tax upon demand by the Principal and to the extent it is required by law in accordance with the legally required sample. Reference is made to the relevant provisions of the German Income Tax Act (EStG), in particular Section 49 et seq. EStG.

18 Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention

18.1 The Contractor may assign his/her rights and obligations under the Contract with the Principal to third parties only with theprior written consent of the Principal.

18.2 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.

18.3 The Principal may assign the rights and obligations under the Contract with the Contractor to BASF SE, Ludwigshafen (Rhine) or to any affiliated company pursuant to Section 15 of the German Stock Corporation Act at any time without the Contractor's prior agreement, provided that the execution of the Contractis not endangered thereby.

18.4 The Contractor is only permitted to offset 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.

19 Termination, Rescission

19.1 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.

19.2 Each contracting party is entitled to terminate the agreementfor good cause, provided the respective statutory requirements for this are met, such as for continuing obligations as per Section 314 BGB or services within the scope of work contracts as per Section 648a BGB. 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, or
- 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 committed in connection with the performance of the Contract or due to commission of administrative offenses 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 Contractorhas taken place, which jeopardizes contract fulfillment, or
- The Contractor does not comply with his/her obligation to pay taxes or social security contributions, or
- The Principal has a special termination right under Section 650r BGB, or
- There are other circumstances that make continuation of the Contract with the Contractor unreasonable for the Principal.

19.3 Further rights legally provided to the Principal regarding termination, termination for good cause and rescission from the Contract shall remain unaffected by this provision. Payments already made by the Principal shall be refunded in cases of overpayment. The Principal's further statutory rights and claims, in particular with regard to damage compensation, shall remain unaffected.

19.4 Any termination must be in written form.

19.5 If the Contractor has acquired from the Principal any documents, records, plans or drawings from within the scope of the contractual collaboration and/or while fulfilling the Contract the Contractor must forthwith hand them over to the Principal in the event of termination. These requirements apply likewise in the event of rescission.

20 Rentals on the Works Site by the Principal

The Contractor has no right to use the infrastructure at the Principal's site unless otherwise agreed in the Contract.

21 IT

21.1 IT hardware and software for standard PC applications shall be provided by the Contractor. Exceptions to this shall be agreed with the Principal.

21.2 The Contractor shall notify the Principal early on if the provision of the service requires the use of IT hardware and software products in use at the Principal's site (e.g. the use of BASF-specific network applications). In those cases, the IT hardware and software products shall be provided on the basis of separate contractual agreements, which may include rental agreements. Absent an agreement to the contrary, the Contractor will only have the right to use the IT hardware and software products for the purpose of providing the service it contractually owes and only for as long as it provides that service.

22 Documents, Confidentiality, Rights of Use, Data Protection

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

22.2 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.

22.3 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 PrincipalDocumentation.

22.4 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 objectof 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 subcontractor requires this information in order to fulfill the Contract.
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.

22.5 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.

22.6 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.

22.7 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 lost and/or accessed by unauthorized parties, for example due to a cyberattack.

22.8 "Work Results" are the 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.

22.9 Upon the creation of the Work Results, and at latest at the time of the acquisition, the Contractor shall grant the Principal the exclusive, freely transferable right, 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 devices, for the contractually agreed purposes or purposes implied as per the Contract. The Principal accepts the granting of the right.

22.10 The Principal has the right in particular to exploit, duplicate and distribute the Work Results wholly or in part and to have the aforementioned activities carried out by third parties. The Principal also has the right to grant third parties the same complete rights to use the Work Results wholly or in part inclusive of any intermediate changes and revisions.

22.11 The Contractor shall also grant the Principal the right to adapt the Work Results. The right of the Principal to modify and adapt the Work Results includes the right to modify and adapt the buildings/engineering constructions and/or plants erected based on the Work Results or to have third parties modify and adapt them. This includes additions, reconstructions, conversions, expansions, changes of use, repairs, modernizations and demolition work on parts of or the entire building/engineering construction and/or parts of or the entire plant. Insofar as the use of the usage and exploitation rights granted in this clause threaten to violate the author's moral right in the sense of misrepresentation of the work in accordance with Section 14 of the German Copyright Act (UrhG), the Principal shall consult the Contractor before the modification or adaptation is conducted.

22.12 The Contractor may not otherwise use or exploit, including,without limitation, publish or use for advertising purposes, the Work Results or any templates or models created for them without the prior written consent of the Principal. The Contractor shall impose corresponding contractual obligations on all Vicarious Agents that it may employ to perform its contract.

22.13 Inalienable moral rights under copyright law are not affected by the provisions above.

22.14 The granting of the rights set out in Clauses 22.9, 22.10 and 22.11 is covered by the agreed remuneration.

22.15 In case the Contractor, in the course of the performance of the respective Contract, receives from the Principal or otherwise 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.

23 Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction, Place of Fulfillment

23.1 The Contractor may only refer to or publicly disclose otherwise 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.

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

23.3 The Contract shall be construed and be subject to the laws of the Federal Republic of Germany with the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods (“CISG”) dated 11 April 1980 and (ii) the applicable law rules in Germany on the conflict-of-laws.

23.4 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.

23.5 Place of fulfillment is the Principal's registered office.