

This document constitutes two base prospectuses for the purposes of article 5.4 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010 (the "**Prospectus Directive**"): (i) the base prospectus of BASF SE in respect of non-equity securities within the meaning of Art. 22 No. 6 (4) of the Commission Regulation (EC) No. 809/2004 of 29 April 2004 ("**Non-Equity Securities**") and (ii) the base prospectus of BASF Finance Europe N.V. in respect of Non-Equity Securities (together, the "**Debt Issuance Programme Prospectus**" or the "**Prospectus**").



BASF SE

(Ludwigshafen am Rhein, Federal Republic of Germany)
as Issuer and, in respect of Notes issued by
BASF Finance Europe N.V., as Guarantor

BASF Finance Europe N.V.

(Arnhem, The Netherlands)
as Issuer

EUR 15,000,000,000
Debt Issuance Programme
(the "**Programme**")

The payments of all amounts due in respect of Notes issued by BASF Finance Europe N.V. will be unconditionally and irrevocably guaranteed by BASF SE.

Application has been made to the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**Commission**"), which is the Luxembourg competent authority for the purpose of the Prospectus Directive, for its approval of this Prospectus. By approving a prospectus, the Commission shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the issuer.

Application has been made to list Notes issued under the Programme on the official list of the Luxembourg Stock Exchange and to trade Notes on the regulated market "*Bourse de Luxembourg*". The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Directive on markets in financial instruments 2004/39/EC (the "**Regulated Market**"). Notes issued under the Programme may also not be listed at all.

Each Issuer has requested the Commission in its capacity as competent authority under the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements the Prospectus Directive into Luxembourg law to provide the competent authorities in the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Republic of Austria, the Federal Republic of Germany and The Netherlands with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the *Loi relative aux prospectus pour valeurs mobilières* ("**Notification**"). Each Issuer may request the Commission to provide competent authorities in additional Member States within the European Economic Area with a Notification.

Arranger

Deutsche Bank

Dealers

Barclays	BayernLB	BNP PARIBAS
BofA Merrill Lynch	Citigroup	Commerzbank
Crédit Agricole CIB	Credit Suisse	Deutsche Bank
DZ BANK AG	HSBC	ING Commercial Banking
J.P. Morgan	Landesbank Baden- Württemberg	Morgan Stanley
Société Générale Corporate & Investment Banking	The Royal Bank of Scotland	UBS Investment Bank
	UniCredit Bank	

This Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of BASF Group (www.basf.com). This Prospectus is valid for a period of twelve months after its approval.

RESPONSIBILITY STATEMENT

BASF SE ("**BASF**" or the "**Guarantor**", together with its consolidated group companies, the "**BASF Group**") with its registered office in Ludwigshafen am Rhein, Federal Republic of Germany and BASF Finance Europe N.V. ("**BASF Finance**") with its registered office in Arnhem, The Netherlands (herein each also called an "**Issuer**" and together the "**Issuers**") accept responsibility for the information given in this Prospectus and for the information which will be contained in the Final Terms (as defined herein).

Each Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus for which it is responsible is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

CONSENT TO THE USE OF THE PROSPECTUS

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes issued under the Programme is entitled to use the Prospectus in the Grand Duchy of Luxembourg and the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Republic of Austria, the Federal Republic of Germany, The Netherlands or such other Member State whose competent authorities have been notified of the approval of this Prospectus for the subsequent resale or final placement of the relevant Notes during the respective offer period (as determined in the applicable Final Terms) during which subsequent resale or final placement of the relevant Notes can be made, provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010). Each of BASF and BASF Finance accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the relevant Notes.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of BASF Group (www.basf.com).

When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.

Any Dealer and/or a further financial intermediary using the Prospectus shall state on its website that it uses the Prospectus in accordance with this consent and the conditions attached to this consent.

NOTICE

This Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference. Full information on the Issuers and any tranche of Notes is only available on the basis of the combination of the Prospectus and the relevant Final Terms (as defined herein).

Each Issuer has confirmed to the Dealers (as defined herein) that this Prospectus contains all information which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers and the rights attaching to the Notes which is material in the context of the Programme; that the information contained herein with respect to the Issuers and the Notes is accurate and complete in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts with respect to the Issuers or the Notes, the omission of which would make this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading; that the Issuers have made all reasonable enquiries to ascertain all facts material for the purposes aforesaid.

Each Issuer and the Guarantor has undertaken with the Dealers (i) to supplement this Prospectus or publish a new Prospectus in the event of any significant new factor, material mistake or inaccuracy relating

to the information included in this Prospectus in respect of Notes issued on the basis of this Prospectus which is capable of affecting the assessment of the Notes and which arises or is noted between the time when this Prospectus has been approved and the final closing of any tranche of Notes offered to the public or, as the case may be, when trading of any tranche of Notes on a regulated market begins, and (ii) where approval of the Commission of any such document is required, to have such document approved by the Commission.

No person has been authorised to give any information which is not contained in or not consistent with this Prospectus or any other document entered into in relation to the Programme or any information supplied by any Issuer or any other information in the public domain and, if given or made, such information must not be relied upon as having been authorised by the Issuers, the Dealers or any of them.

Neither the Arranger (as defined herein) nor any Dealer nor any other person mentioned in this Prospectus, excluding the Issuers and the Guarantor, is responsible for the information contained in this Prospectus or any supplement hereto, or any Final Terms or any document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents. This Prospectus is valid for 12 months after its approval and this Prospectus and any supplement hereto as well as any Final Terms reflect the status as of their respective dates of issue. The delivery of this Prospectus or any Final Terms and the offering, sale or delivery of any Notes may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial situation of the Issuers since such date or that any other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and any Final Terms and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms come are required to inform themselves about and observe any such restrictions. For a description of the restrictions applicable in the United States of America, the European Economic Area in general, the United Kingdom and Japan see "*Selling Restrictions*". In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "**Securities Act**") and are subject to tax law requirements of the United States of America; subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to U.S. persons.

The language of the Prospectus is English. The German versions of the English language sets of Terms and Conditions and Guarantee are shown in the Prospectus for additional information. As to form and content, and all rights and obligations of the Holders and the Issuer under the Notes to be issued, German is the controlling legally binding language if so specified in the relevant Final Terms. In respect of the Guarantee, the German language version is always controlling and legally binding as to form and content, and all rights and obligations of the Holders and the Guarantor thereunder.

This Prospectus may only be used for the purpose for which it has been published.

This Prospectus and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

This Prospectus and any Final Terms do not constitute an offer or an invitation to subscribe for or purchase any Notes.

In connection with the issue of any Tranche of Notes under the Programme, the Dealer or Dealers (if any) named as stabilising manager(s) in the applicable Final Terms (or persons acting on behalf of a stabilising manager) may over-allot Notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that such stabilising manager(s) (or persons acting on behalf of a stabilising manager) will undertake stabilisation action. Any stabilisation action may begin at any time after the adequate public disclosure of the terms of the offer of the relevant Tranche of the Notes and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant stabilising manager(s) (or person(s) acting on behalf of any stabilising manager(s)) in accordance with all applicable laws and rules.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement

that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "*anticipate*", "*believe*", "*could*", "*estimate*", "*expect*", "*intend*", "*may*", "*plan*", "*predict*", "*project*", "*will*" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding BASF Group's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuers make to the best of their present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including BASF Group's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. BASF Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "*Risk Factors*", "*BASF SE as Issuer and Guarantor*" and "*BASF Finance Europe N.V. as Issuer*". These sections include more detailed descriptions of factors that might have an impact on BASF Group's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuers nor the Dealers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

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SUMMARY

Summaries are made up of disclosure requirements known as "*Elements*". These elements are numbered in Sections A – E (A.1 – E.7).

This summary (the "**Summary**") contains all the Elements required to be included in a summary for this type of Notes and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the Summary because of the type of Notes and Issuer, it is possible that no relevant information can be given regarding the Element. In this case, a short description of the Element is included in the Summary with the mention of "*not applicable*".

The Summary contains options, characterised by square brackets or typesetting in italics (other than the respective translations of specific legal terms), and placeholders regarding the Notes to be issued under the Programme. The summary of the individual issue of Notes will include the options relevant to this issue of Notes as determined by the applicable Final Terms and will contain the information, which had been left blank, as completed by the applicable Final Terms.

Element	Section A – Introduction and warnings
A.1	<p style="text-align: center;">Warning that:</p> <ul style="list-style-type: none"> ▪ this Summary should be read as an introduction to the Prospectus; ▪ any decision to invest in the Notes should be based on consideration of the Prospectus as a whole by the investor; ▪ where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus, before the legal proceedings are initiated; and ▪ civil liability attaches only to the Issuers which have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such the Notes.
A.2	<p>Each Dealer and/or each further financial intermediary subsequently reselling or finally placing the Notes is entitled to use the Prospectus for the subsequent resale or final placement of the Notes during the offer period for the subsequent resale or final placement of the Notes from [●] to [●], provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs mobilières</i>) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010).</p> <p>The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of BASF Group (www.basf.com).</p> <p>When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.</p> <p>In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.</p>

Element	Section B – BASF SE as [Issuer] [Guarantor]	
B.1	Legal and commercial name	BASF SE ("BASF")
B.2	Domicile / Legal form / Legislation / Country of incorporation	BASF SE is incorporated under the laws of Germany in Ludwigshafen, Germany as a European Company (<i>Societas Europaea</i> , SE). Its registered office is located at Carl-Bosch-

		Straße 38, 67056 Ludwigshafen am Rhein, Federal Republic of Germany.
B.4b	Known trends affecting the Issuer and the industries in which it operates	Development in the global economy generally affects BASF Group's sales and earnings and cyclicalities may adversely affect operating margins. In addition, significant variations in the cost and availability of raw materials, energy, precursors and intermediates may adversely affect BASF Group's operating results. Some industries BASF operates in are characterised by overcapacities, which could put pressure on operating margins. BASF operates in regulated industries and changes in regulatory controls and associated implementation of measures to comply with regulations could affect earnings.
B.5	Description of the Group and the Issuer's position within the Group	BASF SE is a stock corporation incorporated and organised under the laws of Germany and the ultimate parent company of the BASF Group. Its shares are listed for trading on the Frankfurt, London and Zurich Stock Exchanges.
B.9	Profit forecast or estimate	Not applicable. No profit forecast or estimate are made.
B.10	Nature of any qualifications in the audit report on historical financial information	Not applicable. The audit report does not include any qualifications.
B.12	Selected historical key financial information	
	1 January 2011 - 31 December 2011	1 January 2010 - 31 December 2010
	million EUR	
Sales	73,497	63,873
Income from operations before depreciation and amortisation (EBITDA)	11,993	11,131
Income from operations (EBIT)	8,586	7,761
Net Income	6,188	4,557
Cash provided by operating activities	7,105	6,460
	31 December 2011	31 December 2010
	million EUR	
Total Assets	61,175	59,393
Stockholders' Equity	25,385	22,657
Long-Term Liabilities	19,313	21,168
Short-Term Liabilities	16,477	15,568
	1 January 2012 - 30 June 2012	1 January 2011 - 30 June 2011
	million EUR	
Sales	40,071	37,822
Income from operations before depreciation and amortisation (EBITDA)	7,022	6,380
Income from operations (EBIT)	5,349	4,767
Net Income	2,953	3,865

	Cash provided by operating activities	3,460	3,038
		30 June 2012	30 June 2011
		million EUR	
	Total Assets	64,374	59,274
	Stockholders' Equity	24,860	22,974
	Long-Term Liabilities	21,216	20,106
	Short-Term Liabilities	18,298	16,194
	Trend information		
	There has been no material adverse change in the prospects of BASF since 31 December 2011. No developments are currently foreseen that are reasonably likely to have a material effect on BASF's prospects.		
	Significant change in the financial and trading position		
	There has been no significant change in the financial or trading position of BASF since 30 June 2012.		
B.13	Recent developments	Business development was solid in the first half of 2012. BASF Group increased sales and earnings in the Agricultural Solutions and Oil & Gas segments compared with the first half of 2011. By contrast, BASF Group posted a decline in earnings in the chemicals business.	
B.14.	Statement of dependency upon other entities within the group	Not applicable. BASF SE is not dependent upon other entities within the BASF Group.	
B.15	Principal activities	BASF SE is engaged in chemistry and related areas, agriculture and nutrition, extraction and production of and dealing in oil, natural gas, mineral oil products and energies, development and production of and dealing in products and the provision of services in the area of environmental technology.	
B.16	Major shareholders	On 10 September 2010, BlackRock, Inc., New York, USA (" BlackRock ") notified BASF SE that on 6 September 2010 the share of the voting rights directly or indirectly held by BlackRock amounted to 5.35% of the voting rights.	
B.17	Credit ratings of the Issuer or its debt securities	Standard & Poor's Credit Market Services Europe Limited (" Standard & Poor's ") ^{1,3} has assigned the long-term credit rating A+ ⁴ (outlook stable) and Moody's Investors Service Ltd. (" Moody's ") ^{2,3} has assigned an A1 ⁴ rating (outlook stable) to BASF SE.	
B.18	Nature and scope of the Guarantee	[Notes issued by BASF Finance will have the benefit of a Guarantee (the " Guarantee ") given by BASF (the " Guarantor "). The Guarantee constitutes an irrevocable, unsecured and unsubordinated obligation of the Guarantor ranking <i>pari passu</i> with all other unsecured and unsubordinated obligations of the	

¹ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "**CRA Regulation**").

² Moody's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "**CRA Regulation**").

³ The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

⁴ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

		Guarantor. The terms of the Guarantee contain a negative pledge of the Guarantor. The Guarantee will be governed by German law. The Guarantee constitute a contract for the benefit of the Holders from time to time as third party beneficiaries pursuant to § 328 paragraph 1 German Civil Code (<i>Bürgerliches Gesetzbuch – BGB</i> .)]
B.19	Summary information about the Guarantor	[Please see B.1 to B.18]

[Element]	Section B – BASF Finance Europe N.V. as Issuer	
B.1	Legal and commercial Name	BASF Finance Europe N.V. (" BASF Finance ")
B.2	Domicile / Legal form / Legislation / Country of incorporation	BASF Finance Europe N.V. is incorporated under the laws of The Netherlands as a public limited liability company (<i>naamloze vennootschap</i>). The company has its corporate seat in Arnhem, The Netherlands. Its registered office is: Groningsingel 1, 6835 EA Arnhem, The Netherlands.
B.4b	Known trends affecting the Issuer and the Industries in which it operates	BASF Finance acts solely to facilitate the financing of BASF Group. The business of BASF Finance is directly related to the extent BASF SE utilises BASF Finance for future funding needs. The extent future funding needs arise depends on the development of the operating business and investment projects of BASF SE and its subsidiaries.
B.5	Description of the Group and the Issuer's position within the Group	BASF Finance is a wholly owned subsidiary of BASF SE and has no subsidiaries of its own. BASF SE is a stock corporation incorporated and organised under the laws of Germany and the ultimate parent company of the BASF Group. Its shares are listed for trading on the Frankfurt, London and Zurich Stock Exchanges.
B.9	Profit forecast or estimate	Not applicable. No profit forecast or estimate are made.
B.10	Nature of any qualifications in the audit report on historical financial information	Not applicable. The audit report does not include any qualifications.
B.12	Selected historical key financial information	
	1 January 2011 - 31 December 2011	1 January 2010 - 31 December 2010
	thousand EUR	
Sales	0	0
Financial result	11,865	11,907
Other operating expenses	(8,333)	(8,372)
Net Income	2,643	2,680
	31 December 2011	31 December 2010
	thousand EUR	
Total Assets	5,469,838	5,705,684
Stockholders' Equity	11,282	11,639
Long-Term Liabilities	5,365,938	5,359,869
Short-Term Liabilities	92,618	334,176

		1 January 2012 - 30 June 2012	1 January 2011 - 30 June 2011
		thousand EUR	
	Sales	0	0
	Financial result	5,729	5,969
	Other operating expenses	(4,114)	(4,187)
	Net Income	1,212	1,331
		30 June 2012	30 June 2011
		thousand EUR	
	Total Assets	5,487,754	5,483,309
	Stockholders' Equity	12,494	12,970
	Long-Term Liabilities	5,368,475	5,366,339
	Short-Term Liabilities	106,785	104,000
	Trend information		
	There has been no material adverse change in the prospects of BASF Finance since 31 December 2011. No developments are currently foreseen that are reasonably likely to have a material effect on BASF Finance's prospects.		
	Significant change in the financial and trading position		
	There has been no significant change in the financial or trading position of BASF Finance since 30 June 2012.		
B.13	Recent developments	Not applicable. There are no recent events particular to BASF Finance which are to a material extent relevant to BASF Finance's solvency.	
B.14	Statement of dependency upon other entities within the group	BASF Finance is a wholly owned subsidiary of BASF SE and has no subsidiaries of its own.	
B.15	Principal activities	According to Article (2) of its articles of association BASF Finance acts to facilitate the financing of BASF Group.	
B.16	Major shareholders	BASF Finance is a wholly owned subsidiary of BASF SE.	
B.17	Credit ratings of the Issuer or its debt securities	BASF guarantees the payment of interest on and principal of the Notes issued by BASF Finance. Therefore, creditors base BASF Finance's credit assessment mainly on BASF's external credit rating. Please see BASF SE - B.17]	

Element	Section C – The Notes	
C.1	Class and type of the Notes / ISIN	Class
		The Notes are unsubordinated and unsecured.
		[Fixed Rate Notes
		The Notes bear a fixed interest income throughout the entire term of the Notes.]
		[Floating Rate Notes
		The Notes will bear interest at a rate determined [(and as adjusted for the applicable margin)] on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.]
		ISIN
		[•]
C.2	Currency	The Notes are issued in [•]

C.5	Restrictions on free Transferability	Not applicable. The Notes are freely transferable.
C.8	Rights attached to the Notes (including limitations to those rights and ranking of the Notes)	<p data-bbox="659 266 1394 450">[Early redemption in the case of fixed rate Notes] [The Notes can be redeemed prior to their stated maturity [at the option of the] [Issuer,] [and][or] [the holders of the Notes (the "Holders")] for taxation reasons[, for reasons of a change of control in respect of BASF] or upon the occurrence of an event of default).]</p> <p data-bbox="659 461 1394 613">[Early redemption in the case of floating rate Notes] The Notes can be redeemed prior to their stated maturity [at the option of the Issuer,] for taxation reasons[, for reasons of a change of control in respect of BASF] or upon the occurrence of an event of default).]</p> <p data-bbox="659 624 1394 893">[Early Redemption at the option of the [Issuer] [and][or] [the Holders] at specified redemption amount(s)] The Notes can be redeemed at the option of the [Issuer] [and][or] [the Holders] upon giving notice within the specified notice period to [the Holders] [or] [the Issuer][, as the case may be,] on a date or dates specified prior to such stated maturity and at the specified redemption amount(s) together with accrued interest to, but excluding, the relevant redemption date.]</p> <p data-bbox="659 904 1394 1173">[Early redemption at the option of the Issuer at the principal amount of the respective Note or, if higher, at the present value of the Note in the case of fixed rate Notes] The Notes can be redeemed in whole or in part at the option of the Issuer at any time upon giving notice within the specified notice period to the Holders at the principal amount of the respective Note or, if higher, at the present value of the Note together with accrued interest to, but excluding, the relevant redemption date.]</p> <p data-bbox="659 1184 1394 1453">[Early redemption at the option of the Issuer at the principal amount of the respective Note in the case of floating rate Notes] The Notes can be redeemed in whole or in part at the option of the Issuer for the first time on [●] and on each interest payment date thereafter upon giving notice within the specified notice period to the Holders at the principal amount of the respective Note together with accrued interest to, but excluding, the relevant redemption date.]</p> <p data-bbox="659 1464 1394 1845">Early redemption for taxation reasons Early Redemption of the Notes for reasons of taxation will be permitted, if as a result of any change in, or amendment to the laws or regulations (including any amendment to, or change in, an official interpretation or application of such laws or regulations), of [<i>in the case of Notes issued by BASF – the Federal Republic of Germany</i>] [and – <i>in case of Notes issued by BASF Finance – The Netherlands or the Federal Republic of Germany</i>], or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, the Issuer [or, in case of Notes issued by BASF Finance, the Guarantor,] will become obligated to pay additional amounts on the Notes.</p> <p data-bbox="659 1856 1394 2033">[Early redemption for reasons of a change of control in respect of BASF] The Notes provide for the option of the Holders to demand redemption of Notes at their principal amount together with accrued interest to, but excluding, the relevant redemption date in the event of a change of control in respect of BASF and the</p>

		<p>occurrence of a rating downgrade in respect of that change of control within the change of control period.]</p> <p>Early redemption in an event of default (including the cross default)</p> <p>The Notes provide for events of default (including the cross default) entitling Holders to demand immediate redemption of Notes at their principal amount together with accrued interest to, but excluding, the relevant redemption date.</p> <p>Resolutions of Holders</p> <p>In accordance with the German Act on Debt Securities of 2009 (<i>Schuldverschreibungsgesetz</i> – "SchVG") the Notes contain provisions pursuant to which Holders may agree by resolution to amend the Terms and Conditions (with the consent of the Issuer) and to decide upon certain other matters regarding the Notes. Resolutions of Holders properly adopted, either in a meeting of Holders or by vote taken without a meeting in accordance with the Terms and Conditions, are binding upon all Holders. Resolutions providing for material amendments to the Terms and Conditions require a majority of not less than 75% of the votes cast. Resolutions regarding other amendments are passed by a simple majority of the votes cast.</p> <p>Holdings' Representative</p> <p>[In accordance with the SchVG the Notes provide that the Holders may by majority resolution appoint a representative for all Holders (the "Holdings' Representative"). The responsibilities and functions assigned to the Holdings' Representative appointed by a resolution are determined by the SchVG and by majority resolutions of the Holders.]</p> <p>[A representative for all Holders (the "Holdings' Representative") has been designated in the Terms and Conditions of the Notes. The duties, rights and functions of the Holdings' Representative are determined by the relevant provisions of the Terms and Conditions.]</p> <p>Status of the Notes</p> <p>The Notes constitute unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.</p> <p>Negative pledge</p> <p>The Terms and Conditions of the Notes contain a negative pledge provision of the Issuer.</p>
C.9	Please see Element C.8.	
	Interest rate	<p>[●]% <i>in the case of fixed rate Notes.</i></p> <p><i>In the case of floating rate Notes [EURIBOR][LIBOR for the specified currency] [[plus][minus] the margin of [●]%] for each interest period.</i></p>
	Interest commencement date	[The issue date of the Notes.]
	Interest payment dates	[●]
	Underlying on which interest rate is based	<p>[Not applicable <i>in the case of fixed rate Notes.</i> The interest rate is not based on an underlying.]</p> <p>[EURIBOR][LIBOR for the specified currency]</p>
	Maturity date including repayment procedures	<p>[●] <i>in the case of fixed rate Notes</i></p> <p><i>In the case of floating rate Notes the interest payment date</i></p>

		falling in [the redemption month]. Payment of principal in respect of Notes shall be made to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.
	Indication of yield	[●]% [Not applicable <i>in the case of floating rate Notes</i> . No yield is calculated.]
	Name of representative of the Holders	[Not applicable. No Holders' Representative has been designated in the Terms and Conditions of the Notes.] [●]
C.10	Please see Element C.9.	
	Explanation how the value of the investment is affected in the case the Notes have a derivative component in the interest payment	Not applicable. The interest payment has no derivative component.
C.11/ C.21	Admission to listing and to trading on a regulated market or equivalent market / Indication of the market where the Notes will be traded and for which the Prospectus has been published	Official list of and regulated market of the Luxemburg Stock Exchange.

Element	Section D – Risks specific to the BASF SE	
D.2	Key information on the key risks that are specific to the Issuer or its industry	<p>Certain developments in the global economy generally may adversely affect BASF Group's sales and earnings.</p> <p>BASF Group is exposed to risks from the creation of overcapacities.</p> <p>Changes in regulation could impact BASF Group's business and operating results.</p> <p>BASF Group is exposed to foreign exchange risks, interest rate risks and the risk of defaults on receivables and credit risks.</p> <p>BASF is exposed to liquidity risks.</p> <p>BASF is exposed to the risk of impairment of individual assets and to the risk of asset losses.</p> <p>BASF Group is exposed to risks from its pension obligations and to changes in personnel costs from its long-term incentive program for executives.</p> <p>Significant variations in the cost and availability of raw materials, energy, precursors and intermediates may adversely affect BASF Group's operating results.</p> <p>BASF Group is exposed to technical risks.</p> <p>Cyclicality may adversely affect BASF Group's operating margins.</p> <p>The results of BASF Group's crop-protection business are dependent on weather conditions and can be affected by local and regional economic circumstances.</p> <p>Risks from handling hazardous materials could adversely affect BASF Group's operating results.</p> <p>Exploration risk may adversely affect the business of BASF Group's Oil & Gas segment.</p>

		<p>Weather may affect the performance of the gas trading business.</p> <p>Failure to develop new products and production technologies may harm BASF Group's competitive position and operating results.</p> <p>BASF is subject to risks from metal and raw materials trading.</p> <p>BASF Group is dependent upon hiring and retaining highly qualified management and technical personnel.</p> <p>Missing targets on sustainability might entail reputational losses, potentially resulting in operational or strategic risks.</p> <p>BASF Group is subject to the risks associated with the use of information technology.</p> <p>BASF Group is subject to risks arising from acquisitions and investment decisions.</p> <p>Litigation could harm BASF Group's operating results and cash flows.</p>
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Element	Section D – Risks specific to BASF Finance Europe N.V.	
D.2	Key information on the key risks that are specific to the Issuer or its industry	<p>BASF Finance acts solely to facilitate the financing of BASF Group. Its main assets are loans to other companies of BASF Group. BASF Finance's continued operations depend on the ability of BASF and other members of BASF Group to meet their payment obligations under these loans.</p> <p>All debt securities of BASF Finance (such as the Notes) are wholly and unconditionally guaranteed by BASF in respect of principal and interest payments. This Guarantee is enforceable under the laws of the Federal Republic of Germany.</p> <p>For the risk factors regarding BASF SE, as Guarantor and debtor to BASF Finance, please see the separate section above.</p>

Element	Section D – Risks specific to the Notes	
D.3	Key information on the key risks that are specific to the securities	<p>Notes may not be a suitable Investment</p> <p>Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances.</p> <p>Liquidity risks</p> <p>There can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.</p> <p>Market price risk</p> <p>The Holder of Notes is exposed to the risk of an unfavourable development of market prices of its Notes, which materialises if the Holder sells the Notes prior to the final maturity of such Notes.</p> <p>Currency risk</p> <p>A Holder of Notes denominated in a foreign currency is exposed to the risk, that changes in currency exchange rates may affect the yield of such Notes.</p> <p>Risk of early redemption</p> <p>A Holder of Notes is exposed to the risk that due to early redemption his investment will have a lower than expected yield.</p>

		<p>Also, the Holder may only be able to reinvest on less favourable conditions as compared to the original investment.</p> <p>[Fixed Rate Notes] A Holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate.]</p> <p>[Floating Rate Notes] A Holder of Floating Rate Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance.]</p> <p>Resolutions of Holders Since the Terms and Conditions of the Notes provide for resolutions of Holders, either to be passed in a meeting of Holders or by vote taken without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As resolutions properly adopted are binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.</p> <p>[Holders' Representative] Since the Terms and Conditions of the Notes provide for the appointment of a Holders' Representative, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Holders' Representative who is then responsible to claim and enforce the rights of all Holders.]</p>
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Element	Section E – Offer of the Notes	
E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	[•]
E.3	A description of the terms and conditions of the offer	[•]
E.4	Any interest that is material to the issue/offer including conflicting interests	[•]
E.7	Estimated expenses charged to the investor by the issuer or the offeror	[•]

GERMAN TRANSLATION OF THE SUMMARY

Zusammenfassungen sind zusammengesetzt aus Offenlegungspflichten, die als "*Punkte*" bekannt sind. Diese Punkte sind in die Abschnitte A – E (A.1 – E.7) nummeriert.

Diese Zusammenfassung (die "**Zusammenfassung**") enthält alle Punkte, die in eine Zusammenfassung für diese Art von Schuldverschreibungen und die Emittenten aufzunehmen sind. Da einige Punkte nicht zu berücksichtigen sind, kann die Nummerierung Lücken aufweisen.

Auch wenn ein Punkt wegen der Art der Schuldverschreibungen und der Emittenten in die Zusammenfassung aufgenommen werden muss, ist es möglich, dass bezüglich dieses Punktes keine relevante Information gegeben werden kann. In einem solchen Fall ist in der Zusammenfassung eine kurze Beschreibung des Punktes unter Bezeichnung als "*nicht anwendbar*" enthalten.

Die Zusammenfassung enthält durch eckige Klammern oder Kursivschreibung gekennzeichnete Optionen und Leerstellen bezüglich der Schuldverschreibungen, die unter dem Programm begeben werden können. Die Zusammenfassung der einzelnen Emission der Schuldverschreibungen wird die nur für diese Emission von Schuldverschreibungen relevanten Optionen, wie durch die Endgültigen Bedingungen festgelegt, und die ausgelassenen, durch die Endgültigen Bedingungen vervollständigten Leerstellen beinhalten.

Punkt	Abschnitt A – Einleitung und Warnhinweise
A.1	<p style="text-align: center;"><u>Warnhinweis, dass</u></p> <ul style="list-style-type: none"> ▪ die Zusammenfassung als Einleitung zum Prospekt verstanden werden sollte; ▪ sich der Anleger bei jeder Entscheidung in die Schuldverschreibungen zu investieren, auf den Prospekt als Ganzen stützen sollte; ▪ ein Anleger, der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, nach den nationalen Rechtsvorschriften seines Mitgliedstaats möglicherweise für die Übersetzung des Prospekts aufkommen muss, bevor das Verfahren eingeleitet werden kann; und ▪ zivilrechtlich nur die Emittentinnen haften, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.
A.2	<p>Jeder Platzeur und/oder jeder weitere Finanzintermediär, der die emittierten Schuldverschreibungen nachfolgend weiter verkauft oder endgültig platziert, ist berechtigt, den Prospekt für den späteren Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen während der Angebotsperiode für den späteren Weiterverkauf oder die endgültige Platzierung vom [●] bis [●] zu verwenden, vorausgesetzt jedoch, dass der Prospekt in Übereinstimmung mit Artikel 11 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) umsetzt, noch gültig ist.</p> <p>Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Jeder Nachtrag zum Prospekt kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu) und der Internetseite des BASF Konzerns (www.basf.com) eingesehen werden.</p> <p>Bei der Nutzung des Prospektes hat jeder Platzeur und/oder jeweiliger weiterer Finanzintermediär sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.</p> <p>Für den Fall, dass ein Platzeur und/oder weiterer Finanzintermediär ein Angebot macht, informiert dieser Platzeur und/oder weiterer Finanzintermediär die Anleger zum Zeitpunkt der Angebotsvorlage über die Angebotsbedingungen der Schuldverschreibungen.</p>

Punkt	Abschnitt B – BASF SE als [Emittentin] [Garantin]																																		
B.1	Gesetzliche und kommerzielle Bezeichnung	BASF SE ("BASF")																																	
B.2	Sitz / Rechtsform / geltendes Recht/ Land der Gründung	BASF SE ist eine Gesellschaft mit Sitz in Ludwigshafen, Bundesrepublik Deutschland in der Rechtsform einer Europäischen Gesellschaft (<i>Societas Europaea</i> , SE). Ihr Hauptsitz befindet sich in Ludwigshafen am Rhein, Bundesrepublik Deutschland; Geschäftsadresse ist Carl-Bosch-Straße 38, 67063 Ludwigshafen am Rhein, Bundesrepublik Deutschland.																																	
B.4b	Bereits bekannte Trends, die sich auf den Emittenten und die Branchen, in denen er tätig ist, auswirken	Die Entwicklung des globalen ökonomischen Umfelds beeinflusst grundsätzlich auch die Umsätze und das Ergebnis der BASF Gruppe. Zyklizität der Absatzmärkte kann die operativen Margen der BASF Gruppe nachteilig beeinflussen. Zusätzlich können Schwankungen von Beschaffungskosten und die Verfügbarkeit von Rohstoffen, Energie und Vor- und Zwischenprodukten das operative Ergebnis der BASF Gruppe negativ beeinflussen. Einige Branchen, in denen BASF tätig ist, sind durch Überkapazitäten charakterisiert. Dies kann die operative Marge der BASF Gruppe negativ beeinflussen. BASF ist in regulierten Branchen tätig und regulatorische Änderungen können die Geschäftstätigkeit sowie das Ergebnis der BASF Gruppe negativ beeinflussen.																																	
B.5	Beschreibung der Gruppe und der Stellung des Emittenten innerhalb dieser Gruppe	BASF SE ist eine nach deutschem Recht gegründete Europäische Gesellschaft (<i>Societas Europaea</i> , SE) und die ultimative Muttergesellschaft der BASF Gruppe. Aktien der BASF SE sind gelistet an Wertpapierbörsen in Frankfurt, London und Zürich.																																	
B.9	Gewinnprognosen oder -schätzungen	Nicht anwendbar. Es liegen keine Gewinnprognosen oder -schätzungen vor.																																	
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen	Nicht anwendbar. Der Bestätigungsvermerk enthält keine Beschränkungen.																																	
B.12	Ausgewählte wesentliche historische Finanzinformationen																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 35%; text-align: center;">1. Januar 2011 – 31. Dezember 2011</th> <th style="width: 35%; text-align: center;">1. Januar 2010 – 31. Dezember 2010</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">Millionen EUR</td> </tr> <tr> <td>Umsatz</td> <td style="text-align: center;">73.497</td> <td style="text-align: center;">63.873</td> </tr> <tr> <td>Ergebnis der Betriebstätigkeit vor Abschreibungen (EBITDA)</td> <td style="text-align: center;">11.993</td> <td style="text-align: center;">11.131</td> </tr> <tr> <td>Ergebnis der Betriebstätigkeit (EBIT)</td> <td style="text-align: center;">8.586</td> <td style="text-align: center;">7.761</td> </tr> <tr> <td>Jahresüberschuss</td> <td style="text-align: center;">6.188</td> <td style="text-align: center;">4.557</td> </tr> <tr> <td>Cashflow aus betrieblicher Tätigkeit</td> <td style="text-align: center;">7.105</td> <td style="text-align: center;">6.460</td> </tr> <tr> <td colspan="3" style="text-align: center;">31. Dezember 2011 31. Dezember 2010</td> </tr> <tr> <td colspan="3" style="text-align: center;">Millionen EUR</td> </tr> <tr> <td>Gesamtvermögen</td> <td style="text-align: center;">61.175</td> <td style="text-align: center;">59.393</td> </tr> <tr> <td>Eigenkapital</td> <td style="text-align: center;">25.385</td> <td style="text-align: center;">22.657</td> </tr> </tbody> </table>				1. Januar 2011 – 31. Dezember 2011	1. Januar 2010 – 31. Dezember 2010	Millionen EUR			Umsatz	73.497	63.873	Ergebnis der Betriebstätigkeit vor Abschreibungen (EBITDA)	11.993	11.131	Ergebnis der Betriebstätigkeit (EBIT)	8.586	7.761	Jahresüberschuss	6.188	4.557	Cashflow aus betrieblicher Tätigkeit	7.105	6.460	31. Dezember 2011 31. Dezember 2010			Millionen EUR			Gesamtvermögen	61.175	59.393	Eigenkapital	25.385	22.657
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	Langfristiges Fremdkapital	19.313	21.168
	Kurzfristiges Fremdkapital	16.477	15.568
		1. Januar 2012 – 30. Juni 2012	1. Januar 2011 – 30. Juni 2011
		Millionen EUR	
	Umsatz	40.071	37.822
	Ergebnis der Betriebstätigkeit vor Abschreibungen (EBITDA)	7.022	6.380
	Ergebnis der Betriebstätigkeit (EBIT)	5.349	4.767
	Jahresüberschuss	2.953	3.865
	Cashflow aus betrieblicher Tätigkeit	3.460	3.038
		30. Juni 2011	31. Juni 2010
		Millionen EUR	
	Gesamtvermögen	64.374	59.274
	Eigenkapital	24.860	22.974
	Langfristiges Fremdkapital	21.216	20.106
	Kurzfristiges Fremdkapital	18.298	16.194
	Ausblick		
	Der Geschäftsausblick von BASF hat sich seit dem 31. Dezember 2011 nicht wesentlich negativ verändert. Aus heutiger Sicht sind keine Entwicklungen absehbar, die sich mit hinreichender Wahrscheinlichkeit maßgeblich auf die Zukunftsaussichten von BASF auswirken könnten.		
	Signifikante Veränderungen in der Finanz- bzw. Handelsposition		
	Seit dem 30. Juni 2012 hat es keine signifikanten Änderungen der Finanz- bzw. Handelsposition von BASF gegeben.		
B.13	Letzte Entwicklungen	Im ersten Halbjahr 2012 hat sich das Geschäft solide entwickelt. Bei Agricultural Solutions und Oil & Gas hat die BASF Gruppe Umsatz und Ergebnis verglichen mit dem Vorjahreszeitraum gesteigert. Im Chemiegeschäft verzeichnete die BASF Gruppe dagegen einen Ergebnismrückgang.	
B.14	Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	Nicht anwendbar. BASF SE ist nicht von anderen Unternehmen im BASF Gruppe abhängig.	
B.15	Haupttätigkeiten	BASF betätigt sich auf den Gebieten der Chemie und verwandter Bereiche, der Landwirtschaft und Ernährung, der Gewinnung und der Erzeugung von und des Handels mit Erdöl, Erdgas, Mineralölprodukten und Energien, der Entwicklung und der Herstellung von und des Handels mit Produkten und der Erbringung von Dienstleistungen im Bereich der Umwelttechnologie sowie die Vornahme aller sonstigen Geschäfte, die mit der Betätigung auf den genannten Gebieten zusammenhängen oder geeignet sind, diese zu fördern.	
B.16	Hauptanteilseigner	Am 10. September 2010 hat BlackRock, Inc., New York, USA (" BlackRock ") der BASF gemäß den Bestimmungen des Wertpapierhandelsgesetzes (WpHG) mitgeteilt, dass der Anteil an stimmberechtigten BASF-Aktien, welche direkt oder indirekt durch BlackRock gehalten werden, am 6. September 2010 die Schwelle von 5% überschritten hat und 5,35% beträgt.	

B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	Der BASF SE wurde von Standard & Poor's Credit Market Services Europe Limited (" Standard & Poor's ") ^{1,3} das langfristige Kreditrating A+ ⁴ (Ausblick stabil) und von Moody's Investors Service Ltd. (" Moody's ") ^{2,3} ein A1 ⁴ Rating (Ausblick stabil) erteilt.
B.18	Art und Umfang der Garantie	[Die von der BASF Finance begebenen Schuldverschreibungen profitieren von einer Garantie (die " Garantie ") der BASF (der " Garantin "). Die Garantie begründet eine unwiderrufliche, nicht besicherte und nicht nachrangige Verpflichtung der Garantin, die mit allen sonstigen unbesicherten und nicht nachrangigen Verpflichtungen der Garantin wenigstens im gleichen Rang steht. Die Bedingungen der Garantie enthalten eine Negativverpflichtung der Garantin. Die Garantie unterliegt deutschem Recht. Die Garantie ist ein Vertrag zu Gunsten der Gläubiger der Schuldverschreibungen als begünstigte Dritte gemäß § 328 Absatz 1 BGB.]
B.19	Zusammenfassende Informationen in Bezug auf die Garantin	[Siehe B.1 bis B.18]

[Punkt]	Abschnitt B – BASF Finance Europe N.V. als Emittentin	
B.1	Gesetzliche und kommerzielle Bezeichnung	BASF Finance Europe N.V. (" BASF Finance ")
B.2	Sitz / Rechtsform / geltendes Recht/ Land der Gründung	BASF Finance Europe N.V. ist eine Aktiengesellschaft nach dem Recht der Niederlande (<i>naamloze vennootschap</i>). Die Gesellschaft hat ihren Sitz in Arnhem, Niederlande. Ihr eingetragener Sitz ist Groningensingel 1, 6835 EA Arnhem, Niederlande.
B.4b	Bereits bekannte Trends, die sich auf den Emittenten und die Branchen, in denen er tätig ist, auswirken	BASF Finance hat ausschließlich die Aufgabe die Finanzierung der BASF Gruppe zu unterstützen. Das Geschäft von BASF Finance steht direkt in Bezug zu dem Umfang, in dem BASF die BASF Finance für zukünftigen Finanzierungsbedarf einsetzt. Der Umfang, in dem zukünftiger Finanzierungsbedarf entsteht, hängt von der Entwicklung des operativen Geschäfts und den Investitionen der BASF SE und ihrer Tochterunternehmen ab.
B.5	Beschreibung der Gruppe und der Stellung des Emittenten innerhalb dieser Gruppe	BASF Finance ist eine unmittelbare, 100%ige Tochtergesellschaft von BASF. BASF Finance hat keine Tochtergesellschaften. BASF SE ist eine nach deutschem Recht gegründete Europäische Gesellschaft (<i>Societas Europaea</i> , SE) und die ultimative Muttergesellschaft der BASF Gruppe. Aktien der BASF SE sind gelistet an Wertpapierbörsen in Frankfurt, London und Zürich.

¹ Standard & Poor's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, geändert durch Verordnung (EU) Nr. 513/2011 des Europäischen Parlaments und des Rates vom 11. März 2011 (die "**Ratingagentur-Verordnung**"), registriert.

² Moody's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, geändert durch Verordnung (EU) Nr. 513/2011 des Europäischen Parlaments und des Rates vom 11. März 2011, (die "**Ratingagentur-Verordnung**") registriert.

³ Die Europäische Wertpapier und Marktaufsichtsbehörde veröffentlicht auf ihrer Webseite (www.esma.europa.eu) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.

⁴ Ein Kreditrating ist eine Einschätzung der Kreditwürdigkeit einer Rechtsperson und informiert den Anleger daher über die Wahrscheinlichkeit mit der die Rechtsperson in der Lage ist, angelegtes Kapital zurückzuzahlen. Es ist keine Empfehlung Wertpapiere zu kaufen, zu verkaufen oder zu halten und kann jederzeit durch die Ratingagentur geändert oder zurückgenommen werden.

B.9	Gewinnprognosen oder -schätzungen	Nicht anwendbar. Es liegen keine Gewinnprognosen oder -schätzungen vor.	
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen	Nicht anwendbar. Der Bestätigungsvermerk enthält keine Beschränkungen.	
B.12	Ausgewählte wesentliche historische Finanzinformationen		
		1. Januar 2011 - 31. Dezember 2011	1. Januar 2010 - 31. Dezember 2010
		Tausend EUR	
	Umsatz	0	0
	Finanzergebnis	11.865	11.907
	Sonstige betriebliche Aufwendungen	(8.333)	(8.372)
	Ergebnis	2.643	2.680
		31. Dezember 2011	31. Dezember 2010
	Gesamtvermögen	5.469.838	5.705.684
	Eigenkapital	11.282	11.639
	Langfristiges Fremdkapital	5.365.938	5.359.869
	Kurzfristiges Fremdkapital	92.618	334.176
		1. Januar 2012 – 30. Juni 2012	1. Januar 2011 – 30. Juni 2011
		Tausend EUR	
	Umsatz	0	0
	Finanzergebnis	5.729	5.969
	Sonstige betriebliche Aufwendungen	(4.114)	(4.187)
	Ergebnis	1.212	1.331
		30. Juni 2012	30. Juni 2011
		Tausend EUR	
	Gesamtvermögen	5.487.754	5.483.309
	Eigenkapital	12.494	12.970
	Langfristiges Fremdkapital	5.368.475	5.366.339
	Kurzfristiges Fremdkapital	106.785	104.000
	Ausblick		
	Der Geschäftsausblick von BASF Finance hat sich seit dem 31. Dezember 2011 nicht wesentlich negativ verändert. Aus heutiger Sicht sind keine Entwicklungen absehbar, die sich mit hinreichender Wahrscheinlichkeit maßgeblich auf die Zukunftsaussichten von BASF Finance auswirken könnten.		
	Signifikante Veränderungen in der Finanz- bzw. Handelsposition		
	Seit dem 30. Juni 2012 hat es keine signifikanten Änderungen der Finanz- bzw. Handelsposition von BASF Finance gegeben.		
B.13	Letzte Entwicklungen	Nicht anwendbar. Es gibt keine Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit von BASF Finance, die für die Bewertung der Zahlungsfähigkeit von BASF Finance in hohem Maße relevant sind.	
B.14	Angabe zur Abhängigkeit von	BASF Finance ist eine unmittelbare, 100%ige Tochtergesellschaft von BASF. BASF Finance hat keine	

	anderen Unternehmen innerhalb der Gruppe	Tochtergesellschaften.
B.15	Haupttätigkeiten	Die BASF Finance hat ausschließlich die Aufgabe die Finanzierung der BASF Gruppe zu unterstützen.
B.16	Hauptanteilseigner	BASF Finance ist eine unmittelbare, 100%ige Tochtergesellschaft von BASF.
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	Alle Schuldverschreibungen der BASF Finance (wie die Schuldverschreibungen) werden hinsichtlich Kapital- und Zinszahlungen uneingeschränkt von der BASF garantiert. Gläubiger basieren ihre Kreditwürdigkeitsprüfung auf dem externen Rating von BASF. Siehe BASF SE - B.17]

Punkt	Abschnitt C – Die Schuldverschreibungen	
C.1	Gattung und Art der Schuldverschreibungen / ISIN	Gattung Die Schuldverschreibungen sind nicht nachrangig und nicht besichert.
		[Fest verzinsliche Schuldverschreibungen] Die Schuldverschreibungen verbriefen einen festen Zinsertrag über die gesamte Laufzeit der Schuldverschreibungen.]
		[Variabel verzinsliche Schuldverschreibungen] Die Schuldverschreibungen werden mit einem Zinssatz verzinst [(angepasst um die anwendbare Marge)], der auf der Basis eines Referenzzinssatzes bestimmt wird, der auf der vereinbarten Bildschirmseite eines Kursdienstes angezeigt wird.]
		ISIN [•]
C.2	Währung	Die Schuldverschreibungen sind in [•] begeben.
C.5	Beschränkungen der freien Übertragbarkeit	Nicht anwendbar. Die Schuldverschreibungen sind frei übertragbar.
C.8	Rechte, die mit den Schuldverschreibungen verbunden sind (einschließlich Beschränkungen dieser Rechte und Rang der Schuldverschreibungen)	[Vorzeitige Rückzahlung im Fall von festverzinslichen Schuldverschreibungen] Die Schuldverschreibungen sind vor Ablauf ihrer festgelegten Laufzeit [nach Wahl] [der Emittentin[,] [und][oder] [der Gläubiger,] aus steuerlichen Gründen[, bei Eintritt eines Kontrollwechsels bei der BASF] oder eines Kündigungsereignisses rückzahlbar.]
		[Vorzeitige Rückzahlung im Fall von variabel verzinslichen Schuldverschreibungen] Die Schuldverschreibungen sind vor Ablauf ihrer festgelegten Laufzeit [nach Wahl der Emittentin,] aus steuerlichen Gründen[, bei Eintritt eines Kontrollwechsels bei der BASF] oder eines Kündigungsereignisses rückzahlbar.]
		[Vorzeitige Rückzahlung nach Wahl der [Emittentin] [und/oder] [der Gläubiger] zu dem(n) festgelegten Rückzahlungsbetrag(beträgen)] Die Schuldverschreibungen sind nach Wahl der [Emittentin] [und/oder] [der Gläubiger] unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung gegenüber [den Gläubigern] [oder] [der Emittentin] rückzahlbar, und zwar zu dem(n) festgelegten Zeitpunkt(en) vor der angegebenen Fälligkeit und zu dem(n) festgelegten Rückzahlungsbetrag(beträgen) nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen.]
		[Vorzeitige Rückzahlung nach Wahl der Emittentin zum Nennbetrag der jeweiligen Schuldverschreibung oder, falls

	<p>höher, zum abgezinnten Marktwert der Schuldverschreibung im Fall von festverzinslichen Schuldverschreibungen</p> <p>Die Schuldverschreibungen sind nach Wahl der Emittentin insgesamt oder teilweise jederzeit unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung gegenüber den Gläubigern zum Nennbetrag der jeweiligen Schuldverschreibung oder, falls höher, zum abgezinnten Marktwert der jeweiligen Schuldverschreibung, nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen rückzahlbar.]</p> <p>[Vorzeitige Rückzahlung nach Wahl der Emittentin zum Nennbetrag der jeweiligen Schuldverschreibung im Fall von variabel verzinslichen Schuldverschreibungen</p> <p>Die Schuldverschreibungen sind nach Wahl der Emittentin insgesamt oder teilweise erstmals am [●] und danach an jedem darauf folgenden Zinszahlungstag unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung gegenüber den Gläubigern zum Nennbetrag der jeweiligen Schuldverschreibung nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen rückzahlbar.]</p> <p>Vorzeitige Rückzahlung aus Steuergründen</p> <p>Die vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen ist zulässig, falls als Folge einer Änderung oder Ergänzung der Gesetze oder Vorschriften (einschließlich einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze oder Vorschriften) [<i>im Fall von Schuldverschreibungen, die von der BASF begeben werden – der Bundesrepublik Deutschland und</i>] [<i>im Fall von Schuldverschreibungen, die von der BASF Finance begeben werden – der Niederlande oder der Bundesrepublik Deutschland</i>] oder deren politischen Untergliederungen oder Steuerbehörden, die Emittentin [oder, <i>im Falle von Zahlungen unter der Garantie, die Garantin</i>] zur Zahlung zusätzlicher Beträge auf die Schuldverschreibungen verpflichtet ist, wie im Einzelnen in den Anleihebedingungen der Schuldverschreibungen dargelegt.</p> <p>[Vorzeitige Rückzahlung bei Eintritt eines Kontrollwechsels bei der BASF</p> <p>Die Schuldverschreibungen gewähren den Gläubigern das Recht, die Rückzahlung ihrer Schuldverschreibungen zum Nennbetrag nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zu verlangen, sofern ein Kontrollwechsel bei BASF eingetreten ist und es innerhalb des Kontrollwechselzeitraums aufgrund dessen zu einer Absenkung des Ratings kommt.]</p> <p>Vorzeitige Rückzahlung bei Eintritt eines Kündigungsereignisses (einschließlich Drittverzug)</p> <p>Die Schuldverschreibungen sehen Kündigungsgründe (einschließlich einer Kündigung im Fall eines Drittverzugs (<i>Cross-Default</i>) vor, die die Gläubiger berechtigen, die unverzügliche Rückzahlung ihrer Schuldverschreibungen zum Nennbetrag nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zu verlangen.</p> <p>Gläubigerbeschlüsse</p> <p>In Übereinstimmung mit dem Schuldverschreibungsgesetz 2009 ("SchVG") sehen die Schuldverschreibungen vor, dass die Gläubiger durch Beschluss (mit Zustimmung der Emittentin) Änderungen der Anleihebedingungen zustimmen und gewisse sonstige Maßnahmen in Bezug auf die Schuldverschreibungen beschließen. Beschlüsse der Gläubiger können nach Maßgabe</p>
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		<p>der Anleihebedingungen entweder in einer Gläubigerversammlung oder im Wege der Abstimmung ohne Versammlung gefasst werden und sind für alle Gläubiger verbindlich. Beschlüsse der Gläubiger, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, bedürfen einer Mehrheit von mindestens 75% der an der Abstimmung teilnehmenden Stimmrechte. Sonstige Beschlüsse bedürfen der einfachen Mehrheit der teilnehmenden Stimmrechte.</p> <p>Gemeinsamer Vertreter [In Übereinstimmung mit dem SchVG sehen die Schuldverschreibungen vor, dass die Gläubiger durch Beschluss einen gemeinsamen Vertreter bestellen. Die Aufgaben und Befugnisse des durch Beschluss bestellten gemeinsamen Vertreters bestimmen sich nach dem SchVG sowie den Mehrheitsbeschlüssen der Gläubiger.]</p> <p>[Ein gemeinsamer Vertreter der Gläubiger ist in den Anleihebedingungen der Schuldverschreibungen bestellt. Die Aufgaben und Befugnisse des gemeinsamen Vertreters bestimmen sich nach den Anleihebedingungen.]</p> <p>Status der Schuldverschreibungen Die Schuldverschreibungen stellen unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin dar, die untereinander und mit allen anderen unbesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, mit Ausnahme von Verbindlichkeiten, denen durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.</p> <p>Negativerklärung Die Bedingungen der Schuldverschreibungen enthalten eine Negativverpflichtung der Emittentin.</p>
C.9	Bitte siehe Element C.8.	
	Zinssatz	<p>[●]% im Fall von fest verzinslichen Schuldverschreibungen.</p> <p>Im Fall von variabel verzinslichen Schuldverschreibungen der [EURIBOR][LIBOR für die festgelegte Währung] [[zuzüglich][abzüglich] die Marge in Höhe von [●]% für jede Zinsperiode]</p>
	Verzinsungsbeginn	[Begebungstag der Schuldverschreibungen.]
	Zinszahlungstage	[●]
	Basiswert auf dem der Zinssatz basiert	<p>[Nicht anwendbar im Fall von fest verzinslichen Schuldverschreibungen. Der Zinssatz basiert nicht auf einem Basiswert.]</p> <p>[EURIBOR][LIBOR für die festgelegte Währung]</p>
	Fälligkeitstag einschließlich Rückzahlungsverfahren	<p>[●] im Fall von fest verzinslichen Schuldverschreibungen.</p> <p>Im Fall von variabel verzinslichen Schuldverschreibungen am in den [Rückzahlungsmonat] fallenden Zinszahlungstag.</p> <p>Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.</p>
	Rendite	<p>[●]%</p> <p>[Nicht anwendbar im Fall von variabel verzinslichen Schuldverschreibungen. Es wird keine Rendite berechnet.]</p>
	Name des Vertreters der Inhaber der Schuldverschreibungen	<p>[Nicht anwendbar. Es ist kein gemeinsamer Vertreter in den Anleihebedingungen der Schuldverschreibungen bestellt.]</p> <p>[●]</p>

C.10	Bitte siehe Element C.9.	
	Erläuterung wie der Wert der Anlage beeinflusst wird, falls die Schuldverschreibungen eine derivative Komponente bei der Zinszahlung aufweisen	Nicht anwendbar. Die Zinszahlung weist keine derivative Komponente auf.
C.11/ C 21	Zulassung zum Börsennotierung und Einführung in einen regulierten Markt oder einem gleichwertigen Markt / Angabe des Markts, an dem die Schuldverschreibungen künftig gehandelt werden und für den ein Prospekt veröffentlicht wurde	Offizielle Liste und regulierter Markt der Luxemburger Wertpapierbörse.

Punkt	Abschnitt D – Risiken, die der BASF SE eigen sind	
D.2	Zentrale Angaben zu den zentralen Risiken, die dem Emittenten eigen sind	<p>Bestimmte Entwicklungen in der Weltwirtschaft können den Umsatz und Ertrag der BASF Gruppe negativ beeinflussen.</p> <p>Die BASF Gruppe ist Risiken aus entstehenden Überkapazitäten ausgesetzt.</p> <p>Regulatorische Änderungen können die Geschäftstätigkeit sowie das Ergebnis der BASF Gruppe negativ beeinflussen.</p> <p>Die BASF Gruppe ist Währungs- und Zinsrisiken ausgesetzt.</p> <p>Die BASF Gruppe ist dem Risiko von Forderungsausfällen bei Kunden und Kreditrisiken ausgesetzt.</p> <p>BASF ist Liquiditätsrisiken ausgesetzt.</p> <p>BASF ist dem Risiko der Wertminderung einzelner Vermögensgegenstände und dem Risiko des Kapitalverlustes ausgesetzt.</p> <p>Die BASF Gruppe ist den Risiken ausgesetzt, die aus Pensionsverpflichtungen sowie den Aufwendungen für langfristige Anreizprogramme für Führungskräfte resultieren.</p> <p>Schwankungen von Beschaffungskosten und in der Verfügbarkeit von Rohstoffen, Energie und Vor- und Zwischenprodukten können das Ergebnis der BASF Gruppe negativ beeinflussen.</p> <p>Die BASF Gruppe ist technischen Risiken ausgesetzt.</p> <p>Zyklizität der Absatzmärkte kann die operativen Margen der BASF Gruppe nachteilig beeinflussen.</p> <p>Das Ergebnis des Pflanzenschutzgeschäfts ist wetterabhängig und kann von lokalen und regionalen Wirtschaftsbedingungen beeinflusst werden.</p> <p>Risiken, die mit dem Umgang mit gefährlichen Materialien einhergehen, können das Ergebnis der BASF Gruppe negativ beeinflussen.</p> <p>Das Geschäft des Öl & Gas Segments der BASF Gruppe kann durch Explorationsrisiken negativ beeinflusst werden.</p> <p>Das Wetter kann das Ergebnis des Gashandels der BASF Gruppe negativ beeinflussen.</p>

		<p>Misserfolge bei der Entwicklung von neuen Produkten und Produktionstechnologien können die Wettbewerbsposition und den Ertrag der BASF Gruppe verschlechtern.</p> <p>BASF ist Risiken in Bezug auf den Handel mit Metallen und Rohstoffen ausgesetzt.</p> <p>Die BASF Gruppe ist auf die Anwerbung und Bindung von hoch qualifizierten technischen Mitarbeitern und Führungskräften angewiesen.</p> <p>Verstöße gegen die Selbstverpflichtung der BASF Gruppe zur Nachhaltigkeit und zur Gesetzestreue bedeuten ein Reputationsrisiko, welches in operative oder strategische Risiken münden kann.</p> <p>Die BASF Gruppe ist Risiken ausgesetzt, die mit der Anwendung von Informationstechnologie einhergehen.</p> <p>Die BASF Gruppe ist durch Akquisitionen und Investitionsentscheidungen Risiken ausgesetzt.</p> <p>Rechtsstreitigkeiten können das operative Ergebnis und den Cashflow der BASF Gruppe negativ beeinflussen.</p>
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Punkt	Abschnitt D – Risiken, die der BASF Finance Europe N.V. eigen sind	
D.2	Zentrale Angaben zu den zentralen Risiken, die dem Emittenten eigen sind	<p>Die BASF Finance hat ausschließlich die Aufgabe die Finanzierung der BASF Gruppe zu unterstützen. Ihr Vermögen sind hauptsächlich Darlehen an andere Gesellschaften der BASF Gruppe. BASF Finance' Geschäft hängt von den Möglichkeiten der BASF und anderer Konzerngesellschaften ab, ihren Zahlungsverpflichtungen aus diesen Darlehen nachzukommen.</p> <p>Alle Schuldtitel der BASF Finance (wie die Schuldverschreibungen) werden hinsichtlich Kapital- und Zinszahlungen uneingeschränkt von der BASF garantiert. Diese Garantie ist gemäß den Gesetzen der Bundesrepublik Deutschland gerichtlich einklagbar.</p> <p>Hinsichtlich der Risikofaktoren in Bezug auf die BASF als Garantin und Schuldnerin der BASF Finance bitte vorstehenden Abschnitt beachten.</p>

Punkt	Abschnitt D – Risiken, die den Schuldverschreibungen eigen sind	
D3	Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind	<p>Schuldverschreibungen als nicht geeignetes Investment</p> <p>Jeder potentielle Anleger in Schuldverschreibungen muss die Geeignetheit dieser Investition unter Berücksichtigung seiner eigenen Lebensverhältnisse einschätzen.</p> <p>Liquiditätsrisiken</p> <p>Es besteht keine Gewissheit, dass ein liquider Sekundärmarkt für Schuldverschreibungen entstehen wird, oder sofern er entsteht, dass er fortbestehen wird. In einem illiquiden Markt könnte es sein, dass ein Anleger seine Schuldverschreibungen nicht jederzeit zu angemessenen Marktpreisen veräußern kann. Die Möglichkeit, Schuldverschreibungen zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein.</p> <p>Marktpreisrisiko</p> <p>Der Gläubiger von Schuldverschreibungen ist dem Risiko nachteiliger Entwicklungen der Marktpreise seiner Schuldverschreibungen ausgesetzt, welches sich verwirklichen kann, wenn der Gläubiger seine Schuldverschreibungen vor</p>

		<p>Endfälligkeit veräußert.</p> <p>Währungsrisiko Der Gläubiger von Schuldverschreibungen, die auf eine fremde Währung lauten ist dem Risiko ausgesetzt, dass Wechselkursschwankungen die Rendite solcher Schuldverschreibungen beeinflussen können.</p> <p>Risiko der Vorzeitigen Rückzahlung Der Gläubiger von Schuldverschreibungen ist dem Risiko ausgesetzt, dass infolge der vorzeitigen Rückzahlung seine Kapitalanlage eine geringere Rendite als erwartet aufweisen wird.</p> <p>[Festverzinsliche Schuldverschreibungen] Der Gläubiger von festverzinslichen Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs einer solchen Schuldverschreibung infolge von Veränderungen des aktuellen Marktzinssatzes fällt.]</p> <p>[Variabel verzinsliche Schuldverschreibungen] Der Gläubiger von variabel verzinslichen Schuldverschreibungen ist dem Risiko eines schwankenden Zinsniveaus und ungewisser Zinserträge ausgesetzt. Ein schwankendes Zinsniveau macht es unmöglich, die Rendite von variabel verzinslichen Schuldverschreibungen im Voraus zu bestimmen.]</p> <p>Beschlüsse der Gläubiger Da die Anleihebedingungen der Schuldverschreibungen Beschlüsse der Gläubiger im Rahmen einer Gläubigerversammlung oder durch Abstimmung ohne Versammlung vorsehen, ist ein Gläubiger dem Risiko ausgesetzt, durch einen Mehrheitsbeschluss der Gläubiger überstimmt zu werden. Da ein solcher Mehrheitsbeschluss für alle Gläubiger verbindlich ist, können bestimmte Rechte des Gläubigers gegen die Emittentin aus den Anleihebedingungen geändert, eingeschränkt oder sogar aufgehoben werden.</p> <p>[Gemeinsamer Vertreter] Da die Anleihebedingungen der Schuldverschreibungen die Bestellung eines gemeinsamen Vertreters vorsehen, so ist es für einen Gläubiger möglich, dass sein persönliches Recht zur Geltendmachung und Durchsetzung seiner Rechte aus den Anleihebedingungen gegenüber der Emittentin auf den gemeinsamen Vertreter übergeht, der sodann allein verantwortlich ist, die Rechte sämtlicher Gläubiger geltend zu machen und durchzusetzen.]</p>
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Punkt	Abschnitt E – Angebot von Schuldverschreibungen	
E.2b	Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen.	[•]
E.3	Beschreibung der Angebotskonditionen	[•]
E.5	Beschreibung aller für die Emission/das Angebot wesentlichen,	[•]

	auch kollidierenden Interessen.	
E.7	Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden.	[•]

RISK FACTORS

The following is a disclosure of risk factors that may affect the ability of BASF and BASF Finance to fulfil their respective obligations under the Notes and the Guarantee and that are material to the Notes issued under the Programme in order to assess the market risk associated with these Notes. Prospective investors should consider these risk factors before deciding to purchase Notes issued under the Programme.

Prospective investors should consider all information provided in this Prospectus and consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described might combine and thus intensify one another.

RISK FACTORS REGARDING BASF SE AND BASF GROUP

BASF Group's business, financial condition or results of operations could suffer adverse material effects due to any of the following risks.

While all the risks considered material are described below, these are not the only risks BASF Group faces. Additional risks not known by BASF or not presently considered material might also impair BASF Group's business operations.

Certain developments in the global economy generally may adversely affect BASF Group's sales and earnings.

The development of demand in BASF Group's sales markets represents one of the most important sources of risks. In addition to the baseline scenario, BASF Group also considers risk scenarios as, for example, an intensification of the national debt crises in Europe and the United States, which could dampen private demand and limit the ability of businesses to get refinancing. There could also be strong negative effects on consumer and industrial demand from extensive fiscal austerity measures in the form of tax increases and cuts to government spending. In these risk scenarios, a demand-driven decline in oil prices can be expected; the dollar/euro exchange rate could remain at a similar level to that in the baseline scenario as both the United States and Europe are similarly indebted.

BASF Group is exposed to risks from the creation of overcapacities.

The completion of new petrochemical production facilities in recent years, particularly in the Middle East and China, resulted in declining capacity utilisation rates for some products and lower prices. Creation of overcapacities by other market participants could put further pressure on BASF Group's sales and earnings as passing on higher raw materials prices to customers would become more difficult.

Changes in regulation could impact BASF Group's business and operating results.

BASF Group must comply with a broad range of regulatory controls on the testing, manufacturing and marketing of many of its products. BASF Group expects that regulatory controls worldwide, and especially in the European Union ("EU"), will become increasingly more demanding. Due to the EU's Registration, Evaluation, Authorisation and Restriction of Chemicals Regulations ("REACH"), which came into force in 2007, BASF faces the risk of being placed at a disadvantage to its non-European competitors due to the cost-intensive test and registration procedures.

Under the EU emissions trading scheme, CO₂ certificates allotted to BASF Group might not be sufficient for BASF's demand during trading periods. In addition, in the third trading period, which begins in 2013, all certificates for industrial electricity supplies will have to be purchased. BASF faces the risk of increased costs due to the auctioning of certificates.

Other regulatory risks include, for example, limitation and restriction on the use of chemicals in general or in the gas business as well as the intensification of geopolitical tensions, the destabilisation of political systems and the erection of trade barriers (for example, Chinese restrictions on exports of rare earths or OPEC quotas for oil production).

BASF Group is exposed to foreign exchange risks.

BASF Group conducts a significant portion of its operations outside of Europe and is therefore exposed to risks associated with the fluctuations of foreign currencies. For BASF, risks arise in particular on the sales side when the U.S. dollar exchange rate fluctuates. Financial foreign currency risks also result from the translation of receivables, liabilities and other monetary items into the functional currency of the respective

Group company. In addition, BASF incorporates planned purchase and sales transactions in foreign currencies into its financial foreign currency risk management. These risks are hedged using derivative instruments, if required.

BASF Group is exposed to interest rate risks.

BASF Group is subject to interest rate risks in the ordinary course of its business and resulting from its financial structure. Interest rate risks result from potential changes in prevailing market interest rates. These can cause a change in the present value of fixed-rate instruments and fluctuations in the interest payments for variable-rate instruments, which would positively or negatively affect earnings. To hedge these risks, interest rate swaps and combined interest rate and currency derivatives are used in individual cases.

BASF Group is exposed to the risk of defaults on receivables and credit risks.

Although BASF Group generally engages only in transactions with business partners and banks with good credit ratings and by adhering to fixed limits, counterparties to transactions may not be able to perform their contractual obligations. Defaults with respect to significant contracts may adversely affect BASF Group's operating results.

BASF is exposed to liquidity risks.

BASF's ability to finance its business depends on future developments of financial markets. Access to liquid funds may be limited during a financial crisis.

BASF is exposed to the risk of impairment of individual assets.

The risk of asset impairment occurs if the assumed interest rate in an impairment test increases or the forecast cash flows decline. Although impairment risk is currently regarded as being low, an economic downturn with an associated reduction in projected cash flows or an increase in interest rates could increase such risk and thereby affect profitability.

BASF is exposed to the risk of asset losses.

Although BASF only engages in transactions with banks with good credit ratings and by adhering to fixed limits for exposures, any counterparty might not be able to fulfil its obligations and BASF might not be able to close open positions in advance. Customers might also not fulfil their obligations from purchase agreements, resulting in an impairment of receivables. Although BASF limits country-specific risks by internally determining country ratings, which are continuously updated to reflect changing environmental conditions, BASF might suffer from losses of assets in individual countries.

BASF Group is exposed to risks from its pension obligations.

BASF Group has obligations to current and former employees relating to pensions and other post-employment benefits. BASF Group predominantly finances company pension obligations externally through separate plan assets. In addition to the large pension plans of the group companies in North America, the United Kingdom and Switzerland, this applies particularly to BASF Pensionskasse VVaG and the BASF Pensionstreuhand e.V. in Germany.

The fund assets required to cover future pension obligations are actuarially determined using assumptions concerning the expected return on plan assets. The plan assets are partially comprised of equity and other risky investments. Declining or even negative returns on these investments and a lack of diversification between different asset classes may adversely affect the future fair value of plan assets and could trigger an additional contribution to the pension plan to cover future pension obligations. Amortising additional contributions that are deferred as a prepaid pension expense increases future pension expenses.

Long-term incentive program for executives.

BASF Group executives have the opportunity to participate in a stock-price-based compensation program. The need for provisions for this program varies according to the development of the BASF share price which leads to a corresponding increase or decrease in personnel costs.

Significant variations in the cost and availability of raw materials, energy, precursors and intermediates may adversely affect BASF Group's operating results.

BASF Group uses significant amounts of raw materials and energy in manufacturing a wide variety of products. Significant variations in the cost and availability of raw materials, energy, precursors and

intermediates may adversely affect BASF Group's operating results. There continues to be a risk of non-performance among some of BASF Group's suppliers owing to their weak financial situation.

BASF Group is exposed to technical risks.

Guaranteeing the quality and availability of BASF Group's products can require unforeseen technical measures. Moreover, there is the risk that unscheduled plant shutdowns will be required for safety reasons or due to technical problems. For example, as a precaution BASF Group shuts down plants at the sites on the U.S. Gulf Coast in the event of hurricane warnings. These events may adversely affect BASF Group's operating results.

Cyclicalities may adversely affect BASF Group's operating margins.

The results of BASF Group's segments are affected by cyclicalities and migration of various industries in which they operate, including the automotive, construction, electrical and electronics, as well as the textile industries.

The results of BASF Group's crop-protection business are dependent on weather conditions and can be affected by local and regional economic circumstances.

Sales volumes of BASF Group's crop protection products are subject to the agricultural sector's dependency on weather conditions. Adverse weather conditions in a particular growing region could materially negatively affect the results of operations of BASF Group's crop protection business. Demand for crop protection products is further influenced by the agricultural policies of governments and multinational organisations. In addition, BASF Group's crop-protection products are typically sold pursuant to contracts with long payment terms. These extended payment periods make BASF Group's crop-protection business susceptible to losses on receivables during local or regional economic crises and may adversely affect BASF Group's operating results.

Risks from handling hazardous materials could adversely affect BASF Group's operating results.

BASF Group is subject to operating risks associated with chemical manufacturing, including the risks of production, distribution, handling and storage of BASF Group's products. These operating risks do have the potential to cause personal injury, property damage and environmental contamination, and may result in business interruptions, the shutdown of affected facilities and liability for compensation payments. Any of these events may adversely affect BASF Group's operating results.

Exploration risk may adversely affect the business of BASF Group's Oil & Gas segment.

The future growth of the exploration and production unit of BASF Group's Oil & Gas segment is dependent on successful findings. The search for new oil and natural gas reserves involves certain geological risks that relate to the availability of hydrocarbon products and the quality thereof.

Weather may affect the performance of the gas trading business.

Warmer weather during the winter season can result in fluctuations in gas consumption, which can have negative effects on the performance of BASF Group's gas trading business.

Failure to develop new products and production technologies may harm BASF Group's competitive position and operating results.

BASF Group's operating results depend on the development of commercially viable new products and production technologies. BASF Group devotes substantial resources to research and development. Due to the high degree of complexity and uncertainty involved in chemical and biological research, there is a risk that projects might be discontinued for technical or economic reasons, budgets may be exceeded or developed products will not receive regulatory approval for sale or will not achieve the expected commercial success.

BASF is subject to risks from metal and raw materials trading.

In the catalysts business, BASF employs commodity derivatives for precious metals and trades precious metals on behalf of third parties and on its own account. In addition, the business uses its knowledge of the markets for crude oil and oil products to generate earnings from the trade of raw materials. Although trading is conducted within predetermined limits and exposure constraints, adverse market developments could lead to significant losses or changes in market values of employed instruments, which may require significant liquidity.

BASF Group is dependent upon hiring and retaining highly qualified management and technical personnel.

BASF Group's future success depends in part on its continued ability to hire, integrate and retain highly skilled employees. An improvement in the economic environment could lead to an increase in global competition for highly-qualified employees and managers; in the medium to long term, this will be further intensified by demographic change. This increases the risk that job vacancies cannot be filled with suitable applicants, or only with a significant delay. The loss of expertise due to the high number of retirements in North America and Europe may have negative effects on business in the medium to long term.

Missing targets on sustainability might entail reputational losses, potentially resulting in operational or strategic risks.

BASF Group is committed to integrating environmental protection and socially responsible conduct into its business activities. Contraventions to BASF Group's voluntary commitment to sustainability or to laws represent a reputational risk and could lead to operational or strategic risks.

BASF Group is subject to the risks associated with the use of information technology.

BASF Group is dependent upon technology for the storage of information within BASF Group and the distribution of information within the BASF Group and to customers and suppliers. Risks are caused primarily by the non-availability of IT systems and applications, delayed provision of important data, loss or manipulation of data and the disclosure of confidential information, for example due to defects, errors, failures and computer viruses. This can have negative consequences for and material disruptions to the respective business processes. If data are lost, this could negatively affect process safety and the accuracy of financial reporting. Unauthorised access to sensitive data could result in legal consequences or jeopardise competitive advantages.

BASF Group is subject to risks arising from acquisitions and investment decisions.

The implementation of decisions related to acquisitions and investments is associated with complex risks due to the high level of capital involved and the long-term capital commitment. Examples of risks are: increased staff turnover and loss of knowledge and expertise, unexpected high integration costs, delayed realisation of synergies or the assumption of obligations that were not exactly quantifiable in advance. These risks could result in material impairments of the respective assets and the expected earnings.

Litigation could harm BASF Group's operating results and cash flows.

BASF Group is involved in legal, regulatory, governmental and arbitration proceedings and may become involved in additional proceedings. These proceedings involve claims by and against BASF Group, which arise in the ordinary course of its businesses, including in connection with its business activities, employer, investor and taxpayer. Any proceeding might negatively impact BASF Group.

RISK FACTORS REGARDING BASF FINANCE EUROPE N.V.

BASF Finance continued operations depend on the ability of BASF and other members of BASF Group to meet their payment obligations under loans provided to them by BASF Finance.

All debt securities of BASF Finance (such as the Notes) are wholly and unconditionally guaranteed by BASF in respect of principal and interest payments. This Guarantee is enforceable under the laws of the Federal Republic of Germany.

For the risk factors regarding BASF, as Guarantor and debtor to BASF Finance, please see the separate section above.

RISK FACTORS REGARDING THE NOTES

Notes may not be a suitable investment for all investors

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Liquidity risk

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Prospectus to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. In addition, the Programme provides that Notes may not be listed at all. Regardless of whether the Notes are listed or not, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If Notes are not listed on any exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Market price risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Note. The Holders of Notes are therefore exposed to the risk of an unfavourable development of market prices of their Notes, which materialises if the Holders sell the Notes prior to the final maturity of such Notes. If a Holder of Notes decides to hold the Notes until final maturity, the Notes will be redeemed at the amount set out in the relevant Final Terms.

Currency risk

A Holder of Notes denominated in a foreign currency (*i.e.* a currency other than euro) is particularly exposed to the risk of changes in currency exchange rates, which may affect the yield of such Notes.

Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the euro, for example, will result in a corresponding change in the euro value of Notes denominated in a currency other than euro and a corresponding change in the euro value of interest and principal payments made in a currency other than euro in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the euro correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder expressed in euro falls.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Risk of early redemption

The applicable Final Terms will indicate whether an Issuer may have the right to call the Notes prior to maturity (optional call right) on one or several dates determined beforehand or whether the Notes will be subject to early redemption upon the occurrence of an event specified in the applicable Final Terms (early redemption event). In addition, each Issuer will always have the right to redeem the Notes if the relevant Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. If the relevant Issuer redeems the Notes prior to maturity or the Notes are subject to early redemption due to an early redemption event, a Holder of such Notes is exposed to the risk that due to such early redemption his investment will have a lower than expected yield. The Issuer can be expected to exercise his optional call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise his optional call right if the yield on comparable Notes in the capital market has increased. In this event, an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the relevant Issuer may exercise any optional call right irrespective of market interest rates on a call date.

Fixed Rate Notes

A Holder of Fixed Rate Notes is particularly exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. While the nominal interest rate of a Fixed Rate Note as specified in the applicable Final Terms is fixed during the life of such Notes, the current interest rate on the capital market ("**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the Holder of Fixed Rate Notes holds such Notes until maturity, changes in the market interest rate are without relevance to such Holder as the Notes will be redeemed at a specified redemption amount, usually the principal amount of such Notes.

Floating Rate Notes

A Holder of Floating Rate Notes is particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance.

Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

Resolutions of Holders

Since the Notes provide for meetings of Holders or the taking of votes without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As such majority resolution is binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

Holdings' Representative

If the Notes provide for the appointment of a Holdings' Representative, either in the Terms and Conditions or by a majority resolution of the Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to

the Holders' Representative who is then exclusively responsible to claim and enforce the rights of all the Holders.

GENERAL DESCRIPTION OF THE PROGRAMME

I. General

Under this EUR 15,000,000,000 Debt Issuance Programme, BASF and BASF Finance may from time to time issue notes (the "**Notes**") to one or more of the following Dealers: Barclays Bank PLC, Bayerische Landesbank, BNP Paribas, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Crédit Agricole Corporate and Investment Bank, Credit Suisse Securities (Europe) Limited, Deutsche Bank Aktiengesellschaft, DZ BANK AG Deutsche Zentral-Genossenschaftsbank Frankfurt am Main, HSBC Bank plc, ING Bank N.V., J.P. Morgan Securities plc, Landesbank Baden-Württemberg, Merrill Lynch International, Morgan Stanley & Co. International plc, Société Générale, The Royal Bank of Scotland plc, UBS Limited, UniCredit Bank AG and any additional Dealer appointed under the Programme from time to time by the Issuer(s), which appointment may be for a specific issue or on an ongoing basis (together, the "**Dealers**").

Deutsche Bank Aktiengesellschaft acts as arranger in respect of the Programme (the "**Arranger**").

The maximum aggregate principal amount of the Notes outstanding at any one time under the Programme will not exceed EUR 15,000,000,000 (or its equivalent in any other currency). The Issuers may increase the amount of the Programme in accordance with the terms of the Dealer Agreement (as defined herein) from time to time.

Notes issued by BASF Finance will have the benefit of a Guarantee (the "**Guarantee**") given by BASF. The Guarantee constitutes an irrevocable, unsecured and unsubordinated obligation of the Guarantor ranking *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor.

Notes may be issued on a continuing basis to one or more of the Dealers. Notes may be distributed by way of public offer or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each tranche ("**Tranche**") will be stated in the relevant final terms (the "**Final Terms**"). The Notes may be offered to qualified and non-qualified investors.

Notes will be issued in Tranches, each Tranche in itself consisting of Notes, which are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects, but having different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series ("**Series**") of Notes. Further Notes may be issued as part of existing Series.

Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms save that the minimum denomination of the Notes will be, if in euro, EUR 1,000, and, if in any currency other than euro, an amount in such other currency nearly equivalent to EUR 1,000 at the time of the issue of Notes. Subject to any applicable legal or regulatory restrictions, and requirements of relevant central banks, Notes may be issued in euro or any other currency.

Notes will be issued with a maturity of twelve months or more. The Notes will be freely transferable.

Notes may be issued at an issue price, which is at par or at a discount to, or premium over, par, as stated in the relevant Final Terms. The issue price for Notes to be issued will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the Dealers during the offer period. Orders will specify a minimum yield and may only be confirmed at or above such yield. The resulting yield will be used to determine an issue price, all to correspond to the yield.

The yield for Notes with fixed interest rates will be calculated by the use of the ICMA method, which determines the effective interest rate of notes taking into account accrued interest on a daily basis.

Application has been made to the Commission, which is the Luxembourg competent authority for the purpose of the Prospectus Directive for its approval of this Prospectus. By approving a prospectus, the Commission shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the issuer.

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Programme to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. Notes may further be issued under the Programme, which will not be listed on any stock exchange.

Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These systems will comprise those operated by Clearstream Banking AG, Frankfurt am Main, Clearstream Banking société anonyme, Luxembourg and Euroclear Bank SA/NV. The Notes are intended to be held in a manner, which would allow Eurosystem eligibility. Therefore, the Notes will be deposited initially upon issue with in the case of (i) a new global note either Clearstream Banking société anonyme, Luxembourg or Euroclear Bank SA/NV as common safekeeper or, (ii) a classical global note Clearstream Banking AG, Frankfurt. It does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Deutsche Bank Luxembourg S.A. will act as Luxembourg Listing Agent and Deutsche Bank Aktiengesellschaft will act as fiscal agent and paying agent (the "**Fiscal Agent**").

II. Issue Procedures

General

The relevant Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). The Conditions will be constituted by the relevant set of Terms and Conditions of the Notes set forth below (the "**Terms and Conditions**") as further specified by the Final Terms (the "**Final Terms**") as described below.

Options for sets of Terms and Conditions

A separate set of Terms and Conditions applies to each type of Notes, as set forth below. The Final Terms provide for the relevant Issuer to choose between the following Options:

- Option I – Terms and Conditions for Notes with fixed interest rates;
- Option II – Terms and Conditions for Notes with floating interest rates.

Documentation of the Conditions

The relevant Issuer may document the Conditions of an individual issue of Notes in either of the following ways:

- The Final Terms shall be completed as set out therein. The Final Terms shall determine which of the Option I or Option II, including certain further options contained therein, respectively, shall be applicable to the individual issue of Notes by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in the Prospectus in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions alone shall constitute the Conditions, which will be attached to each global note representing the Notes of the relevant Tranche. This type of documentation of the Conditions will be required where the Notes are publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.
- Alternatively, the Final Terms shall determine which of Option I or Option II and of the respective further options contained in each of Option I and Option II are applicable to the individual issue by referring to the relevant provisions of the relevant set of Terms and Conditions as set out in the Prospectus only. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus attached.

Determination of Options / Completion of Placeholders

The Final Terms shall determine which of the Option I or Option II shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I or Option II contains also certain further options (characterised by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the text of the relevant set of Terms and Conditions as set out in the Prospectus) as well as placeholders (characterised by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

Determination of Options

The relevant Issuer will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the respective sections of the relevant set of Terms and Conditions as set out in the Prospectus. If the Final Terms do not refer to an alternative or optional provision or such alternative or optional provision is not replicated therein it shall be deemed to be deleted from the Conditions.

Completion of Placeholders

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In the case the provisions of the Final Terms and the relevant set of Terms and Conditions, taken together, shall constitute the Conditions the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

All instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

Controlling Language

As to the controlling language of the respective Conditions, the following applies:

- In the case of Notes (i) publicly offered, in whole or in part, in the Federal Republic of Germany, or (ii) initially distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal offices of the Fiscal Agent and BASF, as specified on the back cover of this Prospectus.
- In other cases the relevant Issuer will elect either German or English to be the controlling language.

BASF SE AS ISSUER AND GUARANTOR

STATUTORY AUDITORS

The following selected financial data for the years 2011 and 2010 are excerpted from the Consolidated Financial Statements of BASF Group, which have been audited by KPMG AG Wirtschaftsprüfungsgesellschaft ("**KPMG**"), THE SQUAIRE, Am Flughafen, 60549 Frankfurt am Main, Federal Republic of Germany, as the independent registered public accounting firm for BASF, and from the unaudited consolidated interim financial statements of BASF Group as of 30 June 2012. KPMG is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer, Körperschaft des öffentlichen Rechts*). Starting from 1 January 2004, the accounting and reporting of the BASF Group is performed according to International Financial Reporting Standards ("**IFRS**").

For further information, please see Note 1 of the Consolidated Financial Statements 2011 incorporated by reference into this Prospectus.

Investors should read the information below together with the consolidated financial statements of BASF Group, including the notes thereto, and the other financial information that is included elsewhere in, or incorporated by reference into, this Prospectus.

The financial year of BASF Group is the calendar year.

SELECTED FINANCIAL INFORMATION

BASF GROUP

	1 January 2011 - 31 December 2011	1 January 2010 - 31 December 2010
	million EUR	
Sales	73,497	63,873
Income from operations before depreciation and amortisation (EBITDA)	11,993	11,131
Income from operations (EBIT)	8,586	7,761
Net Income	6,188	4,557
Cash provided by operating activities	7,105	6,460
	31 December 2011	31 December 2010
	million EUR	
Total Assets	61,175	59,393
Stockholders' Equity	25,385	22,657
Long-Term Liabilities	19,313	21,168
Short-Term Liabilities	16,477	15,568

	1 January 2012 - 30 June 2012	1 January 2011 - 30 June 2011
	million EUR	
Sales	40,071	37,822
Income from operations before depreciation and amortisation (EBITDA)	7,022	6,380
Income from operations (EBIT)	5,349	4,767
Net Income	2,953	3,865
Cash provided by operating activities	3,460	3,038
	30 June 2012	30 June 2011
	million EUR	
Total Assets	64,374	59,274
Stockholders' Equity	24,860	22,974
Long-Term Liabilities	21,216	20,106
Short-Term Liabilities	18,298	16,194

HISTORICAL FINANCIAL INFORMATION

The audited consolidated financial statements of BASF Group for the fiscal year ending on 31 December 2010 and the auditors' report thereon, together contained in BASF's Report 2010 on pages 135-194, are incorporated by reference into this Prospectus.

The audited consolidated financial statements of BASF Group for the fiscal year ending on 31 December 2011 and the auditors' report thereon, together contained in BASF's Report 2011 on pages 140-202, are incorporated by reference into this Prospectus.

The unaudited consolidated interim financial statements of BASF Group as of 30 June 2012, contained in the BASF Interim Report First-Half 2012 on pages 17-36, are incorporated by reference into this Prospectus.

The audited unconsolidated financial statements of BASF SE for the fiscal years ending on 31 December 2010 and 31 December 2011 and the auditors' reports thereon are incorporated by reference into this Prospectus.

GENERAL INFORMATION ABOUT BASF SE

HISTORY AND DEVELOPMENT OF THE ISSUER

BASF was incorporated as a stock corporation under the laws of the Federal Republic of Germany on 30 January 1952 under the name "Badische Anilin- und Soda-Fabrik AG". In 1973, BASF changed its name to BASF Aktiengesellschaft. BASF Aktiengesellschaft was registered until 14 January 2008 in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) Ludwigshafen am Rhein, Germany, under the entry number HRB 3000.

The annual general meeting of BASF shareholders on 26 April 2007 approved the proposal of the board of executive directors and the supervisory board to convert BASF Aktiengesellschaft into a European Company (*Societas Europaea*, SE) with the name BASF SE. BASF SE is registered as from 14 January 2008 in the new legal form of a European Company (*Societas Europaea*, SE) in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Ludwigshafen am Rhein, Federal Republic of Germany, under the entry number HRB 6000. As set forth in Art. 37 para. 2 of Council Regulation (EC) No. 2157/2001 of 8 October 2001 on the Statute for a European Company (SE) this conversion neither resulted in the dissolution of the company nor in the establishment of a new legal person. Therefore, through such conversion BASF SE is the same legal person as BASF Aktiengesellschaft.

The legal foundations of BASF SE's corporate constitution are primarily the SE Council Regulation of the European Union, the German SE Implementation Act and the German Stock Corporation Act. Despite these new legal foundations, the previous fundamental elements of BASF Aktiengesellschaft's corporate constitution remain unchanged in BASF SE: these are the two-tier system consisting of BASF's board of executive directors and the supervisory board, the equal representation of shareholders and employees in the supervisory board and the shareholders' rights of co-administration and supervision at the annual general meeting.

BASF's headquarters are located in Ludwigshafen am Rhein, Germany; its registered office is located at Carl-Bosch-Straße 38, 67056 Ludwigshafen am Rhein, Germany, telephone 0049-621-60-0.

BASF Group continually reviews its businesses and aligns them to achieve profitable and sustainable growth. BASF Group's significant acquisitions and divestitures between 2010 and 2012 are listed below:

Acquisitions / Divestitures

As of the date of this Prospectus, BASF acquired the following businesses in 2012:

- On 3 July 2012, BASF announced the acquisition of ITWC Inc., headquartered in Malcom, Iowa. ITWC specialises in cast elastomer polyurethane systems and polyester polyols.
- On 13 February 2012, BASF acquired the Ovonic Battery Company, headquartered in Rochester Hills, Michigan. Ovonic is a license provider for nickel metal hydride (NiMH) battery technologies and produces cathode active materials (CAMs) for batteries. Furthermore, the company operates a research facility for battery materials in Troy, Michigan.
- Effective 25 April 2012, BASF acquired Novolyte Technologies, based in Cleveland, Ohio. The acquisition comprises Novolyte's energy storage activities focused on developing, producing and marketing performance electrolyte formulations for lithium-ion batteries. BASF also purchased Novolyte's performance materials business. As part of the acquisition, BASF will continue the joint venture between Novolyte and its Korean partner Foosung Co., Ltd., a global producer of the high-purity specialty salt lithium hexafluorophosphate (LiPF₆), an important material for manufacturing lithium-ion battery electrolytes.
- BASF concluded the acquisition of the Brazilian Mazzaferro Group's polyamide polymer business, subject to approval by the appropriate authorities, on 2 May 2012. The transaction comprises the site and production facilities for the polyamide-6 product range, as well as engineering plastics compounds at São Bernardo do Campo.
- On 8 May 2012, BASF acquired Equateq Ltd., based in Cheadle, United Kingdom. Equateq produces highly concentrated omega-3 fatty acids.

BASF acquired the following businesses in 2011:

- The acquisition of Inge Wassertechnologies AG and Inge GmbH, Greifenberg, Germany, a specialist for ultrafiltration technology, which had been announced in April 2011, was successfully completed on 16 August 2011. This acquisition gives BASF access to the technology and market for ultrafiltration, a method of treating drinking water, process water, wastewater and seawater using special Multibore® membranes.
- In October 2011, BASF founded BASF Hock Mining Chemical (China) Company Limited (BASF Hock) together with Ji'Ning Hock Mining & Engineering Equipment Company Limited (Hock). BASF holds a majority share of 75% in BASF Hock. In December 2011, BASF Hock acquired Hock's business activities in the area of chemical injection and cavity filling products for coal mining and other underground applications.
- On 25 November 2011, BASF completed its acquisition of 50% of the shares of Zandvliet Power N.V. Zandvliet Power N.V. is a jointly controlled entity with the Belgian company Electrabel and runs the gas and steam turbine power plant at the BASF site in Antwerp, Belgium.

BASF acquired the following businesses in 2010:

- On 9 December 2010, BASF acquired Cognis Holding GmbH (Cognis), Monheim, Germany, a specialty chemicals company that produces products based on renewable raw materials for the health and nutrition market as well as the cosmetics, detergents and cleaner industries. The equity purchase price of the shares in Cognis held on the acquisition date amounted to EUR 700 million, plus EUR 4 million in interest. The approval for the acquisition of Cognis from the antitrust authorities contained conditions pertaining to the divestiture of certain businesses and plants

located at Cognis' site in Hythe, England (the Cognis hydroxy methacrylates business, the Cognis multifunctional methacrylates (MFM) and adducts business, and plants for the production of polyalkylene glycols (PAG) and PAG-based lubricants, collectively the "**Divestiture Business**"). By the end of 2011, BASF had sold the Divestiture Business. The remaining business activities of Cognis were completely integrated into the BASF Group, primarily in the Performance Products segment. The preliminary purchase price allocation from 2010 was slightly adjusted in the reporting year 2011. As a result, goodwill increased by EUR 10 million to EUR 599 million.

- In addition, on 30 December 2010, BASF acquired the styrene catalysts business of CRI/Criterion, a company based in Iselin, New Jersey.

As of the date of this Prospectus, BASF Group divested the following activities in 2012:

- On 14 August 2012, BASF signed a contract regarding the sale of the decorative paints business of Relius Coatings GmbH & Co. KG in Germany and Relius France SAS in France. The business encompasses construction paints and plaster as well as varnishes and glazes for construction application and is mainly based in Germany, France and some other selected countries in Europe.
- As of 31 January 2012, BASF sold its 50% share in the jointly controlled entity PEC-Rhin, Ottmarsheim, France, to its joint venture partner GPN, Courbevoie, France. PEC-Rhin owns and operates production facilities for calcium ammonium nitrate and ammonium nitrate fertilisers, as well as production facilities for the intermediates ammonia and nitric acid.
- The sale of BASF's fertiliser activities in Antwerp, Belgium to EuroChem, Moscow, which had been agreed upon on 27 September 2011, was completed on 31 March 2012, after approval was granted by anti-trust authorities. The sale comprises production facilities for calcium ammonium nitrate and ammonium nitrate fertilisers, NPK fertilisers (nitrogen, phosphate, potassium), nitrophosphoric acid and three related nitric acid plants.

BASF Group divested the following activities in 2011:

- On 1 April 2011, N.E. Chemcat Corporation, Tokyo, Japan, an entity jointly controlled with Sumitomo Metal Mining, sold the business with chemicals for surface treatment and electroplating to Metalor, an international group based in Switzerland. The divested business activities include solutions for precious metals as well as apparatus engineering for electroplating applications, which are primarily sold to customers in the electrical industry.
- On 8 April 2011, BASF divested its surface technologies business for thermal spray coatings, which had been acquired as part of the Engelhard acquisition in 2006. The business was sold to North American firm Metal Improvement Company LLC, a subsidiary of Curtiss Wright Corporation, based in New Jersey.
- The bisomer-monomer business and the conventional contact lens business of Cognis were sold to GEO Specialty Chemicals Inc. on 31 August 2011, thereby fulfilling the conditions of the acquisition as set out by the European Commission. The transaction included production facilities in Hythe, England.
- On 1 October 2011, BASF and INEOS transferred their worldwide business activities in the styrene monomer (SM), polystyrene (PS), acrylonitrile butadiene styrene (ABS), styrene-butadiene block copolymer (SBC), copolymer blends and other styrene-based copolymer (SAN, AMSAN, ASA, MABS) business activities into the newly-founded joint venture Styrolution. The 50% share held by BASF is consolidated using the equity method. BASF does not intend to hold this share permanently. With the founding of Styrolution, BASF received a cash consideration in the amount of EUR 600 million as compensation for the value difference between the businesses contributed by both joint venture partners.

In 2010, BASF divested the following activities:

- The iron oxides business, marketed under the name Sicovits, was sold to Rockwood Italia S.p.a. on 1 December 2010.
- On 22 November 2010, BASF completed the disposal of the dyes and markers business to John Hogg Technical Solutions Ltd. This business included the Sudan®, Pigmoil, Somalia, Covertrace® and KeroDye® brands.
- In 2010, the business with synthetic dry strength agents used in the paper industry was divested in accordance with the European Commission's conditions for the acquisition of Ciba. In addition, the business with starch production and modification plants was sold to Chemigate Oy.

Furthermore, BASF was able to sell major parts of the Ciba Expert Services business to Intertek Group plc, and the businesses with the pigments bismuthvanadate and indanthrone blue to Dominion Colour Corporation, in order to comply with conditions imposed by antitrust authorities.

- On 28 September 2010, the sale of the PIRA business to the Smithers Group was completed.
- On 7 June 2010, BASF concluded the divestiture of its business with hydrophilic melt additives for plastics, marketed under the brand name Irgasurf HL, to Techmer PM, based in Tennessee.

Corporate purpose

Pursuant to Article 2 of its articles of association:

1. The purpose of BASF is to engage in the following areas of activity:
 - chemistry and related areas,
 - agriculture and nutrition,
 - extraction and production of and dealing in oil, natural gas, mineral oil products and energies,
 - development and production of and dealing in products and the provision of services in the area of environmental technology,

as well as the carrying out of any other activities incidental to the activity in said areas or conducive to promoting the same.
2. BASF is authorised to establish branches both in Germany and abroad, and to establish and acquire business undertakings the purposes of which are consistent with, related to or conducive to promoting the ones stipulated in No. 1, both in Germany and abroad, or to acquire interests therein.

Term and dissolution

BASF has been established for an indefinite period of time. BASF may be dissolved upon a resolution of the general meeting requiring a majority of at least three quarters of the share capital represented during the resolution. The assets of BASF remaining after servicing all liabilities are distributed among the shareholders pro rata to their shareholding in BASF pursuant to the provisions of the German Stock Corporation Act.

Share capital

As of the date of this Prospectus, the fully-paid share capital of BASF amounts to EUR 1,175,652,728.32 divided into 918,478,694 registered shares with no par value (*Namensstückaktien*) ("**BASF Shares**"). The BASF Shares form a single class of shares. Each share represents one vote. Its shares are listed for trading on the Frankfurt, London and Zurich Stock Exchanges.

On 29 April 2010, the annual general meeting of BASF resolved that BASF shares shall be converted from bearer shares (*Inhaberaktien*) to registered shares (*Namensaktien*). The conversion of the 918,478,694 BASF shares has been recorded in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) Ludwigshafen am Rhein, Germany, on 26 July 2010.

BASF currently has authorised capital in an aggregate amount of EUR 500,000,000. The board of executive directors, with the approval of the supervisory board, is authorised to increase until 30 April 2014 the share capital by issuing new shares against contributions in cash (authorised capital). The board of executive directors is authorised, with the consent of the supervisory board, to exclude the statutory subscription right of the shareholders, as far as this is necessary to prevent dilution in order to grant the owners of option certificates and the creditors of convertible bonds that are issued by BASF or its affiliates in connection with an authorisation granted to the board of executive directors by the general meeting a subscription right to the extent that this would be due to them after exercising the option or conversion right or after fulfilling conversion obligations, and in order to use any residual amounts. In the case of capital increases in return for cash contributions, the board of executive directors is authorised to exclude the statutory subscription right of shareholders, if the issue price of the new shares is not substantially lower than the stock market price and the total number of shares issued under this authorisation is not more than ten percent of the subscribed capital on the date of issue.

On 27 April 2012, the annual general meeting of BASF resolved that the board of executive directors is authorised to buy back up to 10% of BASF SE's registered share capital. The authorisation is valid until 26 April 2017.

Capitalisation and financial indebtedness

The following table sets forth the consolidated capitalisation of BASF Group as of 31 December 2011 and 30 June 2012:

Stockholders' equity and liabilities (million EUR)		
	30 June 2012	31 Dec. 2011
Stockholders' equity		
Subscribed capital	1,176	1,176
Capital surplus	3,203	3,203
Retained earnings	18,768	19,446
Other comprehensive income	442	314
Minority interests	1,271	1,246
	24,860	25,385
Long-term liabilities		
Provisions for pensions and similar obligations	5,044	3,189
Other provisions	3,454	3,335
Deferred taxes	2,748	2,628
Financial indebtedness	8,861	9,019
Other long-term liabilities	1,109	1,142
	21,216	19,313
Short-term liabilities		
Accounts payable, trade	5,758	5,121
Provisions	3,352	3,210
Tax liabilities	1,463	1,038
Financial indebtedness	4,881	3,985
Other short-term liabilities	2,844	3,036
Liabilities of disposal groups	0	87
	18,298	16,477
Total stockholders' equity and liabilities	64,374	61,175

Contingent liabilities (million EUR)	31 Dec. 2011
Bills of exchange	8
Thereof to affiliated companies	–
Guarantees	153
Thereof to affiliated companies	19
Warranties	103
Granting collateral on behalf of third-party liabilities	4
Total	268

Consolidated statements of recognised income and expense

Income and expense items (million EUR)		
	1 Jan. 2012 - 30 June 2012	1 Jan. 2011 - 30 June 2011
Income before minority interest	3,132	4,097
Fair value changes in available-for-sale securities	1	(1,013)
Cash flow hedges	(47)	(35)
Change in foreign currency translation adjustments	174	(491)
Revaluation due to acquisition of majority of shares	(2)	(1)
Actuarial gains/losses from pensions and similar obligations	(1,956)	80
Deferred taxes	612	(6)
Minority interests	20	(61)
Hedges of net investments in foreign operations	1	10
Total income and expense recognised in equity	(1,197)	(1,517)
Total income and expense for the period	1,935	2,580
Thereof BASF Group	1,736	2,409
Thereof minority interests	199	171

Since 31 December 2011 there has been no material change in the consolidated capitalisation and in the contingent liabilities of BASF Group.

Dividend policy

The board of executive directors and the supervisory board of BASF propose dividends based on BASF SE's year-end unconsolidated financial statements. The proposal is then voted on at BASF's annual general meeting. The annual general meeting is usually convened during the second quarter of each year.

ORGANISATIONAL STRUCTURE

BASF SE is the largest operating company and the ultimate parent company of the BASF Group. BASF Group is a transnational chemical company that comprises the parent company and 291 fully consolidated subsidiaries as of 31 December 2011 and is organised in six business segments: Chemicals, plastics, performance products, functional solutions, agricultural solutions and oil & gas. The business segments are reportable segments. The six business segments contain 15 divisions which bear the operational responsibility and manage BASF's global and regional business units. The divisions develop strategies for the strategic business units that are organised according to sectors or products.

BASF Group's regional divisions contribute to the local development of BASF Group's business and help to exploit market potential. They are responsible for optimising the infrastructure for BASF Group's business. For financial reporting purposes, the divisions are grouped into the following four regions: Europe; North America; Asia Pacific; and South America, Africa, Middle East.

Three central divisions, five corporate departments and ten competence centers provide Group-wide services such as finance, investor relations, communications, human resources, research, engineering and site management.

Management and Supervisory Bodies

General

In accordance with the maintained two-tier administrative system, BASF has a board of executive directors (*Vorstand*) and a supervisory board (*Aufsichtsrat*). The two boards are separate, and no individual is simultaneously a member of both boards.

The board of executive directors is responsible for managing the business of BASF in accordance with the German Stock Corporation Act and BASF's articles of association. The board of executive directors also represents BASF in its dealings with third parties and in court.

The principal function of the supervisory board is to appoint and supervise the board of executive directors. The supervisory board may not make management decisions, but BASF's articles of association or the supervisory board itself may require the prior consent of the supervisory board for certain types of transactions.

Members of both the board of executive directors and the supervisory board owe a duty of loyalty and care to BASF. In exercising these duties, the applicable standard of care is that of a diligent and prudent business person. Members of both boards must take into account a broad range of considerations when making decisions, foremost the interests of BASF, including its shareholders, employees and creditors and, to a certain extent, the interests of society. The members of the board of executive directors and the supervisory board are personally liable to BASF for breaches of their duties of loyalty and care.

None of the members of the supervisory board or the board of executive directors of BASF have any material conflicts of interests between any duties to BASF and their private interests or other duties. The members of the supervisory board and of the board of executive directors can be contacted at the address of the headquarters of BASF.

Board of Executive Directors

The number of members of the board of executive directors is determined by the supervisory board, subject to a minimum of two members. As of the date of this Prospectus, BASF's board of executive directors had eight members.

Pursuant to the articles of association of BASF, any two members of the board of executive directors or one member and the holder of a special power of attorney (*Prokura*) may legally bind BASF.

The board of executive directors must report regularly to the supervisory board on the current business of BASF, on its business policies and other fundamental matters regarding the future conduct of its business, on its profitability, particularly on its return on equity, on the risk exposure of BASF and the risk management, as well as on any exceptional matters that may arise from time to time. The supervisory board is also entitled to request special reports at any time.

The supervisory board appoints members to the board of executive directors for a maximum term of five years. Members of the board of executive directors may be re-appointed or have their terms extended for one or more terms. Each re-appointment or extension shall have a maximum term of five years.

Under certain circumstances, such as a serious breach of duty or a bona fide vote of no confidence by a majority of votes at a shareholders' meeting, a member of the board of executive directors may be removed by the supervisory board prior to the expiration of her or his term. A member of the board of executive directors may not deal with or vote on matters relating to proposals, arrangements or contracts between that member and BASF.

The articles of association of BASF require decisions of the board of executive directors to be made by a simple majority unless the law requires a larger majority. In case of a tie, the chairman has the casting vote.

The following table shows the current members of the board of executive directors as of the date of this Prospectus, and a list of responsibilities and of outside directorships:

Name	Main Area of Responsibility	Membership on supervisory and advisory boards
Dr. Kurt Bock	Chairman, responsible for Legal, Taxes & Insurance, Strategic Planning & Controlling, Communications & Government Relations, Global Executive Human Resources, Investor Relations and Compliance	--
Dr. Martin Bruder Müller	Vice Chairman, responsible for the divisions Performance Polymers and Polyurethanes as well as for the Region Asia Pacific	Deputy Chairman of the Advisory Board of Styrolution Holding GmbH
Dr. Hans-Ulrich Engel	Chief Financial Officer, responsible for Finance, Catalysts, the Region North America, Information Services & Supply Chain Management, Corporate Controlling, Corporate Audit	Member of the Advisory Board of Landesbank Baden-Württemberg (LBBW), Member of the supervisory board of BASF Personal Care and Nutrition GmbH (formerly Cognis GmbH)
Michael Heinz	Responsible for the divisions Dispersions & Pigments, Care Chemicals, Nutrition & Health, Paper Chemicals, Performance Chemicals, Advanced Materials & Systems Research and perspectives, an internal program to bring the BASF business models in line with the needs of customers in all relevant markets	Member of the supervisory board of BASF Coatings GmbH, Chairman of the supervisory board of BASF Personal Care and Nutrition GmbH
Dr. Andreas Kreimeyer	Research Executive Director, responsible for the divisions Crop Protection and Coatings, the Region South America, Biological & Effect Systems Research, BASF Plant Science and BASF Future Business	Vice chairman of the supervisory board of Karlsruher Institut für Technologie (KIT), member of the advisory board of C.H. Boehringer Sohn AG & Co. KG, Ingelheim, Germany
Dr. Harald Schwager	Responsible for Oil & Gas, Construction Chemicals, the Region Europe and Procurement	Chairman of the Supervisory Board of Wintershall AG and Wintershall Holding GmbH, Member of the Advisory Council of WINGAS GmbH & Co. KG and Wintershall Erdgas Handelshaus GmbH & Co. KG (WIEH). Member of the shareholders' committee of Nord Stream AG
Wayne T. Smith	Responsible for the divisions Inorganics, Petrochemicals, Intermediates and Process Research & Chemical Engineering	--
Margret Suckale	Responsible for Human Resources, Engineering & Maintenance, Environment, Health & Safety, Verbund Site Management Europe, Industrial Relations Director and Site Director of Ludwigshafen	Chairwoman of the advisory board of BASF Antwerpen N.V.

Supervisory Board

In accordance with the articles of association, the supervisory board of BASF SE comprises twelve members. Pursuant to Sec. 35 para. 1 of the German Act on the Participation of Employees in a European Company (SE Involvement Act, *Gesetz über die Beteiligung der Arbeitnehmer in einer Europäischen Gesellschaft* – "**SEBG**") and the Agreement Concerning the Involvement of Employees in BASF SE

(Employee Participation Agreement) signed on 15 November 2007 by company management and the representatives of BASF Group's European employees, seats on the supervisory board are accorded following the principle of parity. The six shareholder representatives on the supervisory board of BASF SE are elected by the general meeting. By way of derogation from Sec. 40 (2) of the Council Regulation (EC) No. 2157/2001, the six employee representatives are not elected by the general meeting, but appointed by the representative body of the employees, the BASF Europa Betriebsrat, in accordance with the Employee Participation Agreement. The term of office of the supervisory board commenced following the annual general meeting on 30 April 2009, in which the shareholder representatives on the supervisory board were elected. It terminates upon conclusion of the annual general meeting which resolves on the discharge of members of the supervisory board for the fourth complete financial year after the term of office commenced; this is the annual general meeting in 2014.

Any supervisory board member elected by the shareholders at BASF's general meeting may be removed by a resolution of the general meeting of shareholders. Any board member elected by the employees may be removed upon request of the employees. The supervisory board appoints a chairman and one or more deputy chairmen from among its members. According to Art. 42 sentence 2 SE Regulation, it is mandatory that the chairman of the supervisory board is a shareholder representative. The chairman is appointed with the majority of the votes of the members present or represented. In order to ensure that this principle is adhered to for the election of the chairman, it is stipulated in Article 11 No. 1 of the articles of association of BASF SE that during the election of the chairman of the supervisory board the oldest member in terms of age of the shareholder representative acts as the chairman and has therefore the casting vote. Pursuant to the agreement concerning the involvement of employees in BASF SE, one of the deputy chairmen shall be elected at the proposal of the employee representatives. Compensation for supervisory board members is determined by BASF's articles of association.

At least half of the total required number of members of the supervisory board must be present or participate in decision-making to constitute a quorum. Unless otherwise provided for by law or BASF's articles of association, resolutions are passed by a simple majority of the votes cast. In the event of a tie, the chairman has a casting vote.

The following table shows the current members of BASF's supervisory board at the date of this Prospectus and their principal occupation:

Name	Principal Occupation
Dr. h.c. Eggert Voscherau Chairman	Chairman of the Supervisory Board of BASF SE
Michael Diekmann Deputy Chairman	Chairman of the Board of Management of Allianz SE
Robert Oswald ⁽¹⁾ Deputy Chairman	Chairman of the works council of the Ludwigshafen site of BASF SE; Chairman of the joint works council of BASF Group
Ralf-Gerd Bastian ⁽¹⁾	Member of the works council of the Ludwigshafen site of BASF SE
Wolfgang Daniel ⁽¹⁾	Deputy Chairman of the works council of the Ludwigshafen site of BASF SE
Prof. Dr. François N. Diederich	Professor at the Swiss Federal Institute of Technology Zürich
Franz Fehrenbach	Chairman of the Supervisory Board of Robert Bosch GmbH
Max Dietrich Kley	Lawyer
Anke Schäferkordt	Chief Executive Officer, Mediengruppe RTL Deutschland and RTL Television

Name	Principal Occupation
Denise Schellemans ⁽¹⁾	Full time trade union delegate
Ralf Sikorski ⁽¹⁾	Regional manager of the Rhineland-Palatinate/Saarland branch of the Mining, Chemical and Energy Industries Union
Michael Vassiliadis ⁽¹⁾	Chairman of the Central Board of Executive Directors of the Mining, Chemical and Energy Industries Union

(1) Employee representative

BASF SE's supervisory board established a total of three supervisory board committees: the personnel committee, the audit committee and the nomination committee.

The personnel committee's duties include, amongst others, preparing the appointment of members to the board of executive directors by the supervisory board and the employment contracts to be entered into with members of the board of executive directors. When making recommendations on appointments to the board of executive directors, the personnel committee takes into account their professional qualifications, international experience and leadership skills, long-term succession planning as well as diversity and, in particular, the appropriate consideration of women. It also prepares the resolutions made by the supervisory board with regard to the system and determination of the amount of compensation paid to members of the board of executive directors. The committee comprises supervisory board chairman Dr. h.c. Eggert Voscherau (chairman), supervisory board deputy chairmen Michael Diekmann and Robert Oswald, as well as Michael Vassiliadis.

The audit committee prepares the negotiations and resolutions of the supervisory board for the approval of the financial statements and consolidated financial statements, and considers the quarterly and first-half financial reports with the board of executive directors prior to their publication. It also deals with: monitoring the financial reporting process, the annual audit, the effectiveness of the internal control system, the risk management system, and the internal auditing system as well as compliance issues. The audit committee is also responsible for business relations with the company's external auditor: It prepares the supervisory board's proposal to the general meeting regarding the selection of an auditor, monitors the auditor's independence, defines the main focuses of the audit together with the auditor, negotiates auditing fees and establishes the conditions for the provision of the auditor's non-audit services. The audit committee is authorised to request any information that it deems necessary from the auditors or board of executive directors. It can also view all of BASF's business documents and examine these and all other assets belonging to BASF. The audit committee can also engage experts such as auditors or lawyers to carry out these inspections. The members of this committee are Max Dietrich Kley (chairman), Ralf-Gerd Bastian, Franz Fehrenbach and Michael Vassiliadis. Max Dietrich Kley has particular knowledge and experience in the application of accounting principles and internal audit procedures, as he was Chief Financial Officer of BASF Aktiengesellschaft until April 2003.

According to the recommendation of the German Corporate Governance Code, BASF SE's supervisory board established a nomination committee that will prepare the proposals for the supervisory board members to be elected at the general meeting. The members of the nomination committee are the members of the supervisory board elected at the general meeting: Dr. h.c. Eggert Voscherau, Prof. Dr. François Diederich, Michael Diekmann, Franz Fehrenbach, Max Dietrich Kley and Anke Schäferkordt.

German corporate governance rules

Principal sources of enacted corporate governance standards for BASF are the SE Council Regulation of the European Union, the German SE Implementation Act (*Gesetz zur Einführung der Europäischen Aktiengesellschaft* - "**SEEG**"), the German Stock Corporation Act (*Aktiengesetz* - "**AktG**") and the Agreement Concerning the Involvement of Employees in BASF. In addition, the German Corporate Governance Code (the "**Code**"), published by the German Ministry of Justice (*Bundesministerium der Justiz*) in 2002, as amended, presents essential widely accepted standards for the corporate governance of German listed companies. The aim of the Code is to make the German corporate governance rules applicable to listed German stock corporations transparent for national and international investors.

According to § 161 AktG, the board of executive directors and the supervisory board of a listed German stock corporation is required to declare annually (declaration of compliance) either:

- (i) that the company has complied, and does comply, with the recommendations set forth in the Code, or, alternatively,
- (ii) that the company has not or does not comply with certain recommendations and the reason why it does not comply with these recommendations (so-called comply or explain system).

On 15 December 2011 the board of executive directors and the supervisory board of BASF declared pursuant to § 161 AktG the following: The recommendations of the Government Commission on the German Corporate Governance Code as amended on 26 May 2010 published by the Federal Ministry of Justice on 2 July 2010 in the official section of the electronic Federal Gazette are being complied with and have been complied with since the submission of the last Declaration of Conformity on 16 December 2010.

Employees

As of 31 December 2011, BASF Group employed a workforce of 111,141 employees worldwide. About 46.8% of the workforce is based in Germany. In 2011, BASF Group spent EUR 8,576 million on salaries, wages, social security contributions, pension contributions and assistance. Personnel expenses increased by 4.2% compared to the previous year, particularly as a result of the Cognis acquisition.

The following table details BASF Group's workforce on a regional basis as of 31 December 2011 and 2010.

	2011	2010
Europe	70,664	69,809
Thereof Germany	52,049	50,801
North America	16,167	16,487
Asia Pacific	17,342	15,965
South America, Africa, Middle East	6,968	6,879
Total	111,141	109,140

Credit ratings

Standard & Poor's Credit Market Services Europe Limited^{1,4} has assigned the long-term credit rating A+² (outlook stable) to BASF. Moody's Investors Service Ltd.^{3,4} has assigned an A1² rating (outlook stable).

BUSINESS OVERVIEW – PRINCIPAL ACTIVITIES AND PRINCIPAL MARKETS

Introduction

With six Verbund sites and approximately 370 other production sites, BASF Group supports customers and partners in almost all countries of the world. About 111,000 employees of the BASF Group work to make customers in nearly all sectors and almost all industries become more successful. The portfolio ranges from oil and gas to chemicals, plastics and specialties such as crop protection products.

For the year ended 31 December 2011, BASF Group reported sales of EUR 73,497 million, income from operations of EUR 8,586 million, and net income after minority interests of EUR 6,188 million.

¹ Standard & Poor's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "CRA Regulation").

² A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

³ Moody's is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "CRA Regulation").

⁴ The European Securities and Markets Authority publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

Markets and sites

BASF supplies products to a large number of business partners in nearly every part of the world. In 2011, BASF Group achieved 53% of its sales with customers in Europe, of which 30 percentage points were in the Oil & Gas segment. In addition, 19% of sales were generated in North America; 20% in Asia Pacific; and 8% in South America, Africa and Middle East. BASF Group operates six Verbund sites as well as approximately 370 additional production sites worldwide. The Verbund site in Ludwigshafen is one of the largest integrated chemical complexes in the world. This was where the concept of integrated production facilities (the "**Verbund**") was developed and continuously optimised before it was applied to other sites around the world.

The Production Verbund, for example, intelligently links production units and energy demands so that heat from production processes can be used as energy in other plants, saving both primary resources and costs. Another important part of the Verbund concept is the Know-How Verbund. Expert knowledge is pooled in BASF's technology platforms.

Organisation of BASF Group

BASF's six business segments contain 15 divisions which bear operational responsibility and manage 70 global and regional business units. The divisions develop strategies for 76 strategic business units and are organised according to sectors or products.

The regional divisions contribute to the local development of BASF's business and help to exploit market potential. They are also responsible for optimising the infrastructure for BASF's business. For financial reporting purposes, the divisions are grouped into the following four regions: Europe; North America; Asia Pacific; and South America, Africa, Middle East.

Three central divisions, five corporate departments and ten competence centers provide Group-wide services such as finance, investor relations, communications, human resources, research, engineering and site management.

BASF Group strategy

BASF Group is one of the world's leading chemical companies and it aims to strengthen this position. Its portfolio ranges from chemicals, plastics, performance products and crop protection products to oil and gas. BASF strives to combine economic success, social responsibility and environmental protection. Through science and innovation BASF aims to enable its customers in almost all industries to meet the current and future needs of society. BASF's products and system solutions contribute to conserving resources, ensuring healthy food and nutrition and helping to improve the quality of life. BASF has summed up this contribution in its corporate purpose: We create chemistry for a sustainable future.

It is estimated that in 2050 around nine billion people will live on this planet. This population growth is associated with global challenges but BASF also sees opportunities, especially for the chemical industry. BASF expects the chemical industry to grow particularly strongly in the emerging economies and innovations based on chemistry to play a key role in three areas in particular: resources, environment and climate; food and nutrition; and quality of life. Sustainability is becoming increasingly important as a key factor for growth and value creation. Customers favour sustainable products and system solutions and employees expect companies to integrate sustainability into their day-to-day activities. That is why BASF intends to integrate sustainability even more closely into its business.

Four Strategic Principles

BASF Group strives to add value as one company: BASF Group's Verbund system is unique in the industry. BASF plans to strengthen this sophisticated and profitable system even further, hereby benefiting from its broad portfolio, operational excellence and solid financing. The concept extends from the Production Verbund and Technology Verbund to the Know-How Verbund, and provides access to all relevant customer industries worldwide. In this way, BASF Group combines its strengths and adds value as one company.

BASF Group wants to innovate to make its customers more successful: BASF Group also intends to focus its business even more strongly on customers' needs and contribute to their success with innovative and sustainable solutions. In doing so, the focus of innovation is shifting from individual chemicals to customised products, functionalised materials and system solutions. Through partnerships with customers and research institutes, BASF links expertise in chemistry, biology, physics, materials sciences and engineering to create new solutions.

BASF Group intends to drive sustainable solutions: In the future, sustainability will increasingly become a starting point for new business opportunities. BASF therefore values sustainability and innovation as important drivers for profitable growth.

BASF Group strives to form the best team: Committed and qualified employees around the world are key to making BASF Group's contribution to a sustainable future.

Targets

As part of its strategy, BASF Group has defined goals that it aims to meet by 2020. From baseline 2010, chemical production is estimated to grow on average by 4% per year. BASF Group aims to grow two percentage points faster than global chemical production and thus increase sales by an average of 6% per year until 2020. Based on these conditions, BASF Group aims to increase sales to approximately EUR 85 billion by 2015 and to approximately EUR 115 billion by 2020. BASF also aims to increase profitability, aiming for an EBITDA of about EUR 15 billion in 2015 and around EUR 23 billion in 2020.

Strategic levers

Portfolio development: BASF Group manages its strategic business units based on performance and market attractiveness. BASF strives to exit less attractive markets and foster strategic business units in more attractive markets through active portfolio management. As a result, BASF intends to continuously reduce its exposure to classical chemicals and to increase the exposure to customised products and functionalised materials and solutions.

Market approach: BASF Group has identified main customer industries that are served by its divisions. Main customer industries are targeted by a cross-divisional approach.

Innovations for a sustainable future: Innovations will play an important part in enabling BASF to achieve its targets. Innovations in the chemical industry are nowadays less based on the development of new chemicals, but increasingly based on new materials and system solutions. These are the result of the combination of expertise from a variety of disciplines. For BASF, such innovations require a broad portfolio and interdisciplinary cooperation as well as a deep understanding of technology and its customers' value chains. BASF Group focuses on primary customer industries in which BASF uses its chemistry to contribute to solutions, and thus to continue to grow profitably. BASF expects this to result in new growth fields in which it can make a decisive contribution to innovative and sustainable solutions for global challenges.

Investments: Investments targeting organic growth are one of the levers for implementing BASF's strategy. BASF expects emerging markets to be a main driver of global growth in chemical production and hence intends to increase the share of investments in emerging markets.

Acquisitions: Acquisitions are a contributing factor for achieving strategic targets. BASF Group has strategic and financial acquisition criteria which are used to evaluate potential acquisition targets.

Operational excellence: BASF Group constantly works on improving its sites, plants and processes and BASF Group will continue with its restructuring and cost-cutting measures in the future. A new strategic excellence program, STEP, serves to strengthen BASF's competitiveness and profitability. By the end of 2015, STEP is expected to contribute around EUR 1 billion to earnings each year.

BASF Group's segments

CHEMICALS

Segment overview

The Chemicals segment consists of the Inorganics, Petrochemicals and Intermediates divisions. In BASF Group's integrated production Verbund, BASF produces a broad range of basic chemicals and downstream products in Europe, Asia and North America for internal and external customers.

Segment strategy

The segment creates value by driving growth with an attractive portfolio, investments in future markets and process and product innovations as well as by the competitive and flexible integration of its production into the BASF Verbund structures. The segment supplies other BASF Group segments with basic chemicals for the production of high-value products. As a reliable supplier, it markets its products to customers in downstream industries, primarily in the chemical, electronics, construction, textile, lumber, automotive, pharmaceutical and agrochemical industries. It continually improves its value-adding chains with

innovations, capital expenditures and acquisitions in future markets. Technology and cost leadership are among its most important success factors. The segment achieves them by improving processes, implementing market-oriented business models, and efficiently using the synergy potential of BASF Group's Verbund. The segment constantly optimises its portfolio and production structures and aligns them with regional market requirements.

Innovation

Research activities in the segment are focused on the development of innovative production processes that aim to make BASF more competitive. The segment also continuously improves existing products and applications. In developing new products, it looks at the needs of external and internal customers and takes advantage of the opportunities offered by value-adding chains in the BASF Verbund and in the markets.

For example, the segment developed an innovative product line of iron salts based on its proven ultrapure iron technology which can be used to produce active ingredients for the treatment of iron deficiency anemia. Because the new iron salts satisfy the highest purity requirements, they conform to common international guidelines for use in medicines.

With the Thomas Alva Edison Patent Award, the segment received special recognition in 2011 for its new catalyst systems for the purification of exhaust gases in diesel-powered vehicles. This system stands apart from conventional solutions because it works efficiently and reliably even in very low temperatures, thanks in particular to a special adamantylammonium salt that was developed by the Intermediates division and made ready for production in less than a year. The new catalyst system has been produced at various plants in the Verbund in Ludwigshafen and in the United States since 2010 and is marketed by the Catalysts division.

Marketing and customer relations

For standard products, the segment sees supplying customers reliably and cost-efficiently as a priority. Internally, it supplies nearly all BASF divisions with its products. It offers organic and inorganic specialties together with the corresponding technical applications know-how. In these areas, the development laboratories work particularly closely with its customers and partners.

In order to further improve BASF's market position in South America and to better and quicker serve customers there, the segment started up a sodium methylate production plant in Guaratinguetá, Brazil. Sodium methylate is a reliable and efficient catalyst for the production of biodiesel. The new plant has an annual capacity of 60,000 metric tons.

With more than 300 reference plants, BASF is today one of the world's leading suppliers in the gas treatment business. BASF began the industrial, amine-based separation of carbon dioxide from syngas, which is required for ammonia production, as early as 1971. The portfolio was extended step by step, incorporating technologies such as the purification of natural gas, refinery off-gas, flue gas and biogas. Today, under the brand name Oase®, BASF has a comprehensive offering ranging from technology, gas treatment chemicals and technical support services to on-site training of personnel at customers' plants.

BASF Group business review and analysis

In the Chemicals segment, sales to third parties in 2011 increased by EUR 1,581 million to reach EUR 12,958 million. This growth was primarily attributable to higher raw material prices, which the segment was able to pass on in almost all business areas (volumes -1%, prices 16%, portfolio 2%, currencies -3%). Income from operations grew by EUR 132 million to reach EUR 2,442 million. Programs to reduce costs and increase efficiency contributed to this earnings growth.

During the first quarter of 2012, sales in the Chemicals segment were higher than in the same period of the previous year (volumes -4%, prices -1%, portfolio 8%, currencies 3%). In addition to positive currency effects, portfolio effects related to the divestiture of the styrenics activities were primarily responsible for this growth. The optimisation of the supply chain for steam cracker products, carried out in the third quarter of 2011, reduced sales volumes. Adjusted for this effect, volumes increased slightly. Higher raw material costs led to lower margins; as a result, income from operations before special items was significantly weaker than in the very good first quarter of the previous year. During the second quarter of 2012, sales were slightly below the level of the previous second quarter. This development was chiefly due to weaker sales volumes resulting from lower demand, in addition to lower prices. Both currency and portfolio effects had a positive influence on sales (volumes -14%, prices -2%, portfolio 10%, currencies 5%). As a result of falling margins and scheduled maintenance shutdowns, the segment posted a considerable year-on-year decline in income from operations before special items.

Inorganics

In the inorganics division, sales to third parties amounted to EUR 1,415 million in 2011, exceeding the previous year's level by EUR 160 million (volumes 5%, prices 9%, currencies -1%). In addition to increased demand, coming in particular from the electronics and pharmaceutical industries, higher sales prices for basic products were a major factor driving this growth in sales.

Income from operations improved compared with the previous year. Higher margins, especially for ammonia and urea, as well as cost discipline had a positive influence on earnings growth.

In the fourth quarter of 2011, the division increased its annual capacity for sodium methylate production by 60,000 metric tons with the startup of a new plant in Guaratinguetá, Brazil. Furthermore, it started operations at a new oleum and sulfur plant in Antwerp, Belgium, raising annual capacity at this site to 420,000 metric tons.

In the first quarter of 2012, sales were at the level of the first quarter of 2011. With lower sales prices in some areas, rising raw material costs led to declining margins, especially for important basic products such as ammonia and methanol. Earnings were therefore significantly below the level of the previous first quarter. During the second quarter of 2012, sales rose significantly in comparison with the second quarter of 2011. This was mainly due to portfolio effects: after the divestiture of the fertiliser activities, the delivery of basic products for fertiliser production is now reported under sales to third parties. Furthermore, the division increased sales prices. Earnings improved, mostly as a result of lower fixed costs.

Petrochemicals

Mainly as a result of higher prices, sales to third parties in 2011 rose by EUR 1,246 million to reach EUR 8,839 million, thus exceeding the level of the previous year (volumes -3%, prices 20%, portfolio 2%, currencies -3%). Until the third quarter 2011, the division benefited in all business areas from strong global demand for its products. As supplies on the market were limited in some cases, the division was able to raise prices to pass on higher raw material costs to customers.

Overall, capacity utilisation rates were good. As a result of strong demand, there were temporary supply bottlenecks for some products, in particular acrylates and solvents. Margins therefore developed positively, especially in the first half of the year 2011. Income from operations was above the level of the previous year. During the third quarter 2011, increasing uncertainty about the global economic development began to have a negative impact on the market environment.

During the year 2011, the division started up several new production plants at BASF's Verbund site in Nanjing, China, including a butadiene extraction plant, an isobutene extraction plant and a 2-propylheptanol production plant. Furthermore, it successfully completed the expansion of the steam cracker. With the development of the Nanjing site, BASF Group is further strengthening its market position in China.

In the first quarter of 2012, sales grew significantly, mainly as a result of supplying raw materials to Styrolution; these transactions have been reported as sales to third parties since the establishment of the joint venture in October 2011. A swap agreement introduced in the third quarter of 2011 to optimise the logistics of the value chain for steam cracker products reduced sales volumes, which did not impact earnings. Because of lower margins in all product lines, earnings were considerably below the very good level of the first quarter of 2011.

During the second quarter of 2012, sales in the Petrochemicals division decreased. Lower sales prices negatively impacted the business. Lower margins in almost all product lines and the scheduled maintenance shutdown of the steam cracker in Port Arthur, Texas, led to significantly weaker earnings than in the previous second quarter.

Intermediates

As a result of higher prices, sales to third parties rose by EUR 175 million in 2011 to EUR 2,704 million (volumes -1%, prices 10%, currencies -2%). In general, demand from key customer industries, such as the plastics, agricultural and pharmaceutical industries, remained constant in all regions. During the course of the year 2011, however, growing uncertainty regarding global economic development led to inventory destocking, particularly among the division's Asian customers in the value-adding chains for coatings and textile fibers.

Demand in 2011 once again exceeded global product supply in some cases, for example for amines and polyalcohols, and especially for butanediol and derivatives. The scarcity within these product lines was additionally intensified at the end of May 2011 as a result of a temporary shutdown for acetylene and its

derivatives due to a disruption at the Ludwigshafen site. This limited the division's ability to deliver these products until the end of September 2011.

Rising costs for key raw materials could mostly be passed on to the market through higher sales prices. Thanks to strong sales volumes of products and high capacity utilisation, particularly in the first half of 2011, the division was once again able to improve income from operations from the very good level of the prior year.

In addition to a methylamines plant in Geismar, Louisiana, BASF also started up a plant to produce ethanolamines and downstream products in Nanjing, China, in 2011. By contrast, it closed smaller plants producing methylamines and dimethylformamide in Camaçari, Brazil.

In the first quarter of 2012, demand was high from key customer sectors such as the plastics and coatings industries, yet demand did not match the very good level of the previous first quarter. Sales therefore declined due to lower sales volumes, despite positive currency effects. The division was not fully able to pass higher raw material costs on to customers. Lower margins and higher fixed costs, due in part to the scheduled shutdown of several plants in Geismar, Louisiana, resulted in earnings significantly below the strong level of the first quarter of 2011.

During the second quarter of 2012, demand from important customer sectors such as the agricultural and plastics industries grew compared with the second quarter of 2011; overall, the division improved sales volumes. Sales grew considerably, partly as a result of positive currency effects. Increased raw material costs could not be fully passed on through higher sales prices in all product lines. Earnings therefore did not match the high level of the previous second quarter.

PLASTICS

Segment overview

BASF Group is one of the world's leading producers of high-quality plastics. In the Performance Polymers and Polyurethanes divisions, it offers energy-efficient products and customer-oriented system solutions.

Segment strategy

The segment concentrates on activities which allow BASF to stand out from market competitors and offer profitable growth opportunities. Customers are primarily in the construction, automotive, electrical and electronics, textile, packaging and furniture industries. The versatility of products enables the segment to offer innovative solutions that substitute conventional materials in a wide variety of applications, thus broadening the portfolio to numerous customer industries. Furthermore, the segment is positioning itself to grow faster than the market and become less dependent on the cyclical nature of individual industries. It works closely with its customers with the aim of offering the best solution in terms of cost and functionality.

Innovation

In 2011, the segment developed numerous innovative products and applications for its customers in the automotive, electrical, electronics and packaging industries. Together with Daimler, the segment was able to apply many ideas for comprehensive electric mobility in the smart forvision concept car. During that collaboration, the segment focused especially on lightweight design, temperature management and energy efficiency. The smart forvision's wheel rims, for example, are made of the long-fiber reinforced specialty polyamide Ultramid® Structure and are the first rims made entirely from plastic to be ready for series production. These rims weigh up to 30% less than comparable metal ones, while providing the same degree of stability. As a result, the electric car becomes lighter and requires less electricity to run. BASF's innovative high-performance foams are fitted into the body panels to help ensuring a comfortable climate inside the car. The foams keep the vehicle pleasantly cool in summer and insulate it against the cold in winter. Thanks to their high efficiency even in thin layers, these foams can be fitted everywhere in the vehicle.

The segment has also developed Ultradur® PRO, especially for medical technology applications, such as components for insulin pens or inhalers. The product is characterised by particularly high dimensional stability as well as chemical resistance and low water absorption. The new products Styrodur® Neo and Styrodur® HT have been added to the segment's portfolio of pressure-resistant insulation panels. While Styrodur Neo ensures better thermal insulation, Styrodur HT withstands high temperatures especially well.

Furthermore, in a pilot project the segment showed that organic waste bags made from Ecovio® biodegradable plastic are easily degraded in municipal composting facilities. They are also very stable, making the collection of biodegradable waste easier and more hygienic.

Marketing and customer relations

In the Plastics segment, BASF Group develops, produces and markets standard products and specialties as well as system solutions and compounded polymers. For standard products, which are sold in large quantities, quality and efficiency take top priority. For specialties and customer-specific products, the segment focuses on tailor-made technical marketing that allows implementing value-based pricing.

Regional development laboratories help to quickly adapt products to local needs. In the highly service-oriented polyurethane systems and specialties business, experience, expertise and close collaboration with customers are essential. Through a network of 38 system houses worldwide, the segment provides fast local support in the development of customised solutions, as well as technical service, sales and marketing.

The segment works closely with its customers from an early stage of development onward in order to find optimal solutions and contribute to their success in the long term.

BASF Group business review and analysis

In the Plastics segment, sales to third parties improved from EUR 9,830 million in 2010 to €10,990 million in 2011 (volumes 4%, prices 10%, currencies –2%). This rise was primarily due to price increases resulting from higher raw material costs. In the first half of the year 2011 in particular, the segment also experienced very high demand from nearly all customer sectors, especially from the automotive industry. However, the pace of growth slowed down in the second half of the year 2011. Income from operations amounted to €1,259 million, matching the level of the previous year.

In the first quarter of 2012, sales were slightly below the level of the first quarter of 2011. Increased sales prices in numerous business areas and positive currency effects were not fully able to offset the decline in sales volumes (volumes –9%, prices 2%, portfolio 1%, currencies 2%). Particularly as a result of lower margins for caprolactam and adipic acid as well as for MDI and TDI, income from operations before special items decreased considerably compared with the first quarter of the previous year.

During the second quarter of 2012, sales surpassed the level of the previous second quarter, mainly as a result of currency effects. Sales volumes declined due to weaker demand in some areas as well as scheduled maintenance shutdowns (volumes –5%, prices 0%, portfolio 1%, currencies 6%). Because of weaker margins for some basic products and lower volumes overall, income from operations before special items declined significantly.

Performance Polymers

Sales to third parties in 2011 rose by €749 million to reach €5,138 million, and hereby exceeded the level of the previous year (volumes 4%, prices 16%, currencies –3%). The global economic upturn led to growing demand in nearly all customer sectors. In the engineering plastics business area, the division posted growth in sales volumes as demand grew sharply, particularly from the automotive industry in North America and Europe. As a result of the ongoing weakness in the private construction sector in the industrialised countries, however, sales volumes of foams stagnated. In the specialties business, the division further strengthened its position in the fast-growing market for biodegradable plastics with the expansion of production capacity for Ecoflex®.

In addition to an overall improvement in sales volumes, higher prices in all business areas and regions made a significant contribution to sales growth. Particularly for standard products in the polyamide value-adding chain, the division was able to raise its prices in response to higher raw material costs. However, the price increases implemented for engineering plastics in North America and Asia were partially offset by negative currency effects.

Income from operations rose as a result of favorable demand development – especially in the automotive and textiles industries – and higher prices. As part of the efforts to increase efficiency in the long term, the division successfully expanded its Ecoflex production in Ludwigshafen and closed the less profitable plant in Schwarzheide, Germany.

During the first quarter of 2012, sales in the Performance Polymers division decreased slightly, primarily as a result of weaker sales volumes. Positive currency effects, portfolio measures and price increases partly offset this development. In the United States, the division was able to raise sales volumes considerably for engineering plastics thanks to strong demand from the automotive industry. In Asia, however, lower demand for fibers led to a reduced need for caprolactam. Margins for caprolactam and adipic acid decreased compared with the exceptionally large margins of the previous first quarter. As a result, earnings were considerably below the strong level of the first quarter of 2011.

In the second quarter of 2012, sales decreased slightly despite positive currency effects. Sales volumes fell, mainly as a result of weaker demand for polyamide precursors. Capacity utilisation rates declined, due in part to a scheduled plant shutdown in Ludwigshafen. Because of this and lower sales volumes, earnings decreased significantly compared with the second quarter of 2011.

Polyurethanes

Due to higher prices and volumes, sales to third parties were EUR 5,852 million in 2011, exceeding the previous year's level by EUR 411 million (volumes 5%, prices 5%, currencies -2%). The division was able to increase sales in all regions and nearly all product lines.

Demand from key customer sectors, such as the automotive and industrial construction industries, grew sharply in the first half of the year, particularly in Asia and Europe. However, growth began to slow from the middle of 2011, especially in the construction industry.

The division was able to raise sales prices for most product lines and thereby largely compensate for higher raw material costs. Nevertheless, due to better availability on the market, prices for TDI decreased. The division successfully expanded its business with specialties, but earnings were negatively impacted by increased raw material costs. Primarily as a result of lower margins for TDI, income from operations in the Polyurethanes division was below the level of the previous year.

In 2011, the division began construction of a new, integrated MDI complex with an annual capacity of 400,000 metric tons in Chongqing, China. This investment is expected to further strengthen the position in the MDI market in one of the growth regions of Western China. The plant is scheduled to start up in 2014.

As one of the leading suppliers of polyurethane solutions, the division is continuously expanding its global network of system houses. It currently has 38 system houses that offer complete solutions which range from swift local support in the development of individual solutions to technical service for customers. The system house in Dubai began its operations in April 2011. Furthermore, the division is planning to construct two polyurethane system houses in Chongqing in Western China and Tianjin in Northern China.

In the first quarter of 2012, sales were below the level of the first quarter of 2011 due to reduced sales volumes. The scheduled shutdown of the MDI and TDI production in Geismar, Louisiana, contributed to this decrease in volumes. Business with the construction industry was seasonally weaker, while demand for the division's products was especially good from the automotive industry. The division successfully implemented price increases in its system houses. Lower margins resulting from higher raw material costs, in particular for MDI and TDI, as well as the shutdown of MDI and TDI production in Geismar, Louisiana, led to a significantly lower earnings level than in the previous first quarter.

During the second quarter of 2012, sales were above the level of the same period of the previous year. Positive currency effects and increased sales prices more than compensated for lower volumes. Demand for the division's products was high, especially from the automotive industry. As a result of higher raw material costs and the scheduled shutdowns, earnings did not match the level of the previous second quarter.

PERFORMANCE PRODUCTS

Segment overview

The Performance Products segment consists of the Dispersions & Pigments, Care Chemicals, Nutrition & Health, Paper Chemicals and Performance Chemicals divisions. Customers use products and services of the segment to make their production processes more efficient as well as to give their products an improved application profile and special characteristics to design, protect and maintain surfaces. The segment also offers high-performance products for detergents and cleaners, for cosmetics and for better nutrition.

Segment strategy

Specialties make up a major part of the segment's product range. Key success factors are innovations, close relationships with leading companies in customer industries as well as special expertise in applications and development. The segment's products create additional value for customers, which allows them to set themselves apart from their competitors. It also develops new solutions together with customers and strives for long-term partnerships which create profitable growth opportunities for both sides.

The segment has a different business model for standard products, such as vitamins or dispersions for paper coatings. Here, efficient production structures within the BASF Verbund and capacity management

as well as technology and cost leadership are crucial. The segment supports its customers by being a reliable supplier with lean processes, consistent product quality and a good price/ performance ratio.

A central element of the value-adding strategy is the active management of the business and product portfolio. The segment expands the share of innovative, cyclically resilient and fast-growing businesses through acquisitions and divestitures. It completed the structural integration of Ciba in April 2010. With the acquisition of Cognis on 9 December 2010, BASF has further strengthened the Performance Products segment and added products to the portfolio that are based on renewable raw materials. This deal has improved the segment's position in some markets, particularly for personal care ingredients.

In the Performance Products segment, BASF aims for long-term profitable growth. While some business activities are actively expanded, the segment focuses on restructuring and repositioning in other areas by defining and implementing new strategies and appropriate business models.

Innovation

The success of the Performance Products segment is driven by product innovations. The segment focuses on the needs of its customers and on market trends, recognising, for example, the need for effective sun protection products early on. Today's UV filters should not only protect against sunburn, but also offer protection against UVA radiation that can lead to chronic damage. With the launch of the innovative products Tinosorb® M, Tinosorb® S and Uvinul® A Plus, efficient UVA filters are now available for sunscreens and daily skin care products. UV absorbers are also important in plastics: Tinuvin® 1600 is a highly effective UV absorber for engineering plastics which significantly increases the lifetime of end user applications such as modern plastic window glazings or solar panels.

Biologically degradable adhesives are expected to play a decisive role in the development of compostable packaging materials. With Epotal® Eco, the segment offers the first compostable water-based adhesive certified by the German Technical Inspection Agency TÜV. Epotal Eco is particularly suitable for the production of multi-layer films for flexible packaging materials made of biodegradable plastics, including, for example, granola bar packaging.

The new synthetic dry-strength agent for use in the paper industry shows how innovations can further improve BASF customers' production processes. It makes freshly produced wet paper sheets more tear-resistant, enabling a higher throughput speed as well as the use of lower-grade paper fibers. Compared with the starch-based products usually used, the new cationic, vinyl formamide-based polymer offers major cost reduction potential for customers.

Marketing and customer relations

The customer portfolio is made up of large and medium-sized enterprises, global and regional customers in almost all areas of the consumer and capital goods industries. The segment offers its customers direct and individual service and usually maintains long-term business relationships with them. In addition to innovative products, it often offers application services as well. Regional development laboratories allow quickly adapting products to local needs. The segment follows a value-based pricing strategy that focuses on the overall added benefit that customers gain from its solutions.

The segment works with specialised distribution partners for certain products and applications and to serve smaller customers. It also supplies internal customers, for example BASF's Coatings and Construction Chemicals divisions, which receive important raw materials from the divisions in the Performance Products segment.

BASF Group business review and analysis

Sales to third parties grew in 2011 by EUR 3,409 million to EUR 15,697 million (volumes -1%, prices 6%, portfolio 25%, currencies -2%). This growth was supported in particular by the full-year inclusion of the Cognis businesses. While volumes remained generally stable, sales growth was also driven by higher sales prices resulting from increased raw material costs. Income from operations amounted to EUR 1,361 million in 2011, matching the level of the previous year.

During the first quarter of 2012, sales were at the level of the previous first quarter. Higher sales prices resulting from increased raw material costs as well as positive currency effects both compensated for lower volumes (volumes -5%, prices 3%, currencies 2%). Income from operations before special items was below the level of the same period of the previous year. This was mainly due to lower margins resulting from sharply increased raw material costs. By contrast, considerably reduced special charges for the Cognis integration led to a higher level of income from operations.

In the second quarter of 2012, sales increased slightly compared with the previous second quarter, mostly due to currency effects. The division was partly able to pass on higher raw material costs by raising sales

prices. Lower sales volumes had a negative impact (volumes -5%, prices 1%, currencies 5%). Income from operations before special items was below the level of the second quarter of 2011. This was mainly due to lower margins resulting from increased raw material costs.

Dispersions & Pigments

In 2011, sales to third parties were EUR 3,509 million, an increase of EUR 312 million over the previous year (volumes 2%, prices 8%, portfolio 2%, currencies -2%). This sales increase resulted from the generally good economic environment in the first half of the year as well as from the restocking of inventories along the entire value-adding chain. However, at the beginning of the second half of 2011, economic growth weakened considerably and customers began to focus heavily on restrictive inventory management. The division was nevertheless able to increase sales in this period thanks to the inclusion of the Cognis businesses.

Sales in the pigments business area matched the very good level of the previous year and increased significantly in dispersions, resins and additives. The division was mostly able to pass on increased raw material costs to the market via higher sales prices, especially in the business with dispersions and resins.

In the resins business, the division also benefited from better availability of raw materials as well as the inclusion of the Cognis business. In the additives business, sales grew, thanks in part to the success of the business with specialties for the manufacture of liquid crystal displays, which were in high demand in Asia in the first half of the year 2011. The acquired Cognis activities were also an additional driver of sales growth in this business.

Despite the inclusion of the Cognis business, the division has reduced fixed costs thanks to the continued cost discipline and the realisation of further synergies from the Ciba integration. Thanks to strong business performance during the first half of the year 2011, income from operations rose.

Sales grew in the first quarter of 2012 compared with the first quarter of 2011, due largely to higher volumes. Only in the pigments business and in the Asia Pacific region was demand weaker compared with the high level of the previous year's first quarter. In addition to the growth in sales volumes, price increases and currency effects also had a positive effect on sales. Costs of idle capacity resulting from inventory optimisation measures led to earnings lower than the level of the previous first quarter.

During the second quarter of 2012, sales grew mostly as a result of positive currency effects. Especially in North America, sales improved considerably thanks to currency effects and higher sales volumes. Lower demand for pigments was chiefly responsible for a decline in volumes in Europe. Due to a less favorable product mix, earnings did not match the level of the previous second quarter.

Care Chemicals

Compared with the previous year, the division almost doubled sales in 2011, which rose by EUR 2,419 million to EUR 5,174 million. This considerable growth was mainly attributable to the inclusion of the Cognis businesses (volumes 1%, prices 5%, portfolio 84%, currencies -2%).

In the first half 2011, the business developed successfully thanks to strong demand. In certain product lines the division was unable to fully meet demand on account of delivery bottlenecks for precursors. During this time period, the division was able to pass on the significant rise in raw material prices to the market through its sales prices. Over the course of the second half of the year, demand from customer industries weakened, as customers began reducing their inventories in response to growing economic uncertainty. Sales volumes overall matched the high prior-year level. The weaker U.S. dollar had a negative impact on sales.

Despite high special charges, the division achieved a significant improvement in income from operations compared with the previous year. The special charges resulted in particular from the integration of Cognis. The integration of Cognis activities was successful and all important milestones were reached by the end of 2011.

In Nanjing, China, the first nonionic surfactant plant in Asia started up ahead of schedule. Furthermore, the division expanded the capacity of its hygiene business in North America.

In the first quarter of 2012, the division posted a decline in sales, due in large part to weaker sales volumes. Business development remained behind that of the strong previous first quarter, particularly for ingredients for personal care products. Higher sales prices and positive exchange rate effects partially offset lower volumes. Increased raw material costs could not be fully passed on to the market. Earnings were therefore reduced compared with the first quarter of 2011.

Sales also decreased during the second quarter of 2012 compared to during the second quarter of 2011. Cautious customer behavior in anticipation of falling raw material prices led to reduced sales volumes.

With sales prices stable, positive currency effects were not able to fully offset lower volumes. Earnings were significantly below the level of the second quarter of 2011 due to lower sales volumes and margins.

Nutrition & Health

In the Nutrition & Health division, sales to third parties increased in 2011 by EUR 380 million to EUR 1,862 million (volumes 5%, prices -1%, portfolio 23%, currencies -1%). This considerable rise is primarily attributable to the full-year inclusion of the Cognis activities. Demand for the division's products was high, particularly in the first half of the year. It was able to increase sales volumes in nearly all business areas and regions in 2011. The division posted the strongest volume growth in the business areas of pharmaceuticals and animal feed. In some product lines, it was not able to keep up with demand because its capacities were already fully utilised, or because of a shortage of key raw materials. The price level for vitamins declined slightly as a result of intense competition. In addition, sales growth was slowed by the weakness of the U.S. dollar.

Despite increasing sales volumes, income from operations did not match the high level of the previous year. This was mainly due to special charges associated with the integration of the acquired Cognis businesses as well as pressure on margins from higher raw material prices and more intense competition.

During the first quarter of 2012, sales rose slightly year-on-year. Positive currency effects and higher sales prices more than offset a decline in volumes. Weaker business with the pharmaceutical industry was the main reason for lower sales volumes. The division was only partly able to pass on sharply increased raw material costs, which had a negative impact on margins. Higher fixed costs also resulted in earnings below the very good level of the previous first quarter.

During the second quarter of 2012, the division posted sales growth, especially in North America and Asia. In addition to slightly increased sales prices, positive currency effects were largely responsible for this development. The division was only partly able to pass on higher raw material costs, which had a negative impact on margins; earnings therefore remained below the level of the previous second quarter.

Paper Chemicals

In 2011, the division posted sales to third parties of EUR 1,623 million, a decrease of EUR 90 million compared with the previous year (volumes -9%, prices 8%, portfolio -2%, currencies -2%). In addition to restructuring measures, this decline was attributable to the considerably lower demand in almost all regions; particularly in Europe and North and South America, the division faced a difficult market and competitive environment. Increased prices could not fully offset the decline. In Asia, sales volumes matched the previous year's level. Here, the division focused on the growth markets of China, India and Indonesia.

The division was able to achieve a substantial reduction in fixed costs through restructuring measures, such as the realignment of global production structures for paper dyes, and exiting the optical brightener business in Europe. The strict cost management also contributed here. Nevertheless, income from operations declined, mainly on account of the high special charges resulting from restructuring measures.

During the first quarter of 2012, the division was able to increase sales year on year. Overall, volumes declined slightly year-on-year due to the restructuring measures carried out since the first quarter of 2011; however, the division improved sales volumes in its continuing operations. Higher sales prices and positive currency effects were able to more than offset the negative development in volumes. As a result, and thanks to the ongoing measures for reducing fixed costs, it was able to surpass the earnings level of the previous first quarter.

In the second quarter of 2012, sales were up compared with the second quarter of 2011. This increase was driven by positive currency effects and higher sales prices, which more than compensated for a decline in volumes resulting from weaker demand. Thanks to progress in restructuring the business, the division exceeded the earnings level of the previous second quarter.

Performance Chemicals

In 2011, sales to third parties in the performance chemicals division rose by EUR 388 million to EUR 3,529 million (volumes -5%, prices 7%, portfolio 12%, currencies -2%). In the first quarter on 2011, there was strong demand for the division's products which weakened over the course of the year. Due to increasing economic uncertainty, customers reduced their inventory levels. In order to pass on the high raw material costs to the market, the division successfully adapted prices in all business areas in line with the "value over volume" strategy. The overall significant sales growth was driven mainly by the strong business in fuel and lubricant solutions as well as the full-year inclusion of the integrated Cognis businesses, in addition to higher prices.

Income from operations was considerably above the level of the previous year. This development was supported by the strict price management and by the acquired Cognis businesses. In contrast, the weak U.S. dollar, the strong Swiss franc, the demand-related volume decline and the consequences of the earthquake and tsunami disaster in Japan all had a negative effect on earnings.

In the plastic additives business, the division aims to get even closer to its customers in fast-growing regions; to this end, it began construction of a new plant for customised antioxidant blends in the Middle East. With the acquisition of Inge Wassertechnologies AG, the division now offers solutions for ultrafiltration technology, a membrane process used in the treatment of drinking water, process water, wastewater and seawater. This acquisition also strengthens the water treatment chemicals business.

In the first quarter of 2012, the division improved slightly. The rigorous application of the division's value-over-volume strategy as well as weaker demand led to a decline in volumes; however, higher prices and positive currency effects were able to compensate for reduced sales volumes. Because of lower volumes, earnings were below the level of the first quarter of 2011.

During the second quarter of 2012, sales rose compared with the same period of the previous year, mostly as a result of positive currency effects and the price increases implemented in all regions. Sales volumes fell, especially due to lower demand in Europe and North America for fuel and lubricant additives as well as for plastic additives. The division was able to significantly improve earnings.

FUNCTIONAL SOLUTIONS

Segment overview

The Functional Solutions segment comprises the Catalysts, Construction Chemicals and Coatings divisions. These divisions develop innovative, customer-specific products and system solutions, in particular for the automotive, chemical and construction industries.

Segment strategy

The segment's portfolio is made up of innovative products and technologies that allow customers setting themselves apart from their competitors. The success of the segment is based primarily on specialties and system solutions developed in collaboration with customers. One focus of the segment's strategy is the ongoing optimisation of its product portfolio and structures in accordance with different regional market requirements as well as trends in customer industries. For example, the new Battery Materials business unit drives solutions for the electric mobility of tomorrow. The segment aims to strengthen its market position in Europe, to profitably expand the position in the North American market and to selectively extend its activities in the growth regions of Asia, South America, Eastern Europe and the Middle East.

Innovation

In the Catalysts division, BASF Group has a research and development platform that it considers is outstanding in the industry. It continuously expands its technological leadership through process and product innovations. The focus is on improving the performance of its catalysts to conserve resources and meet tightening emission standards. The SCR (Selective Catalytic Reduction) technology, for example, can remove over 90% of nitrogen oxide emissions from the exhaust flow of diesel engines. The division earned the Thomas Alva Edison Patent Award in 2011 with this innovation.

Construction Chemicals aligns its research and development activities with local customers' needs and construction industry trends. Sustainability - in other words, cost and resource efficiency - is the focus of the division's research. One example is the newly launched Masterflow® special grouts for anchoring wind turbines. These help making turbine installation more efficient and secure and to ensure long-lasting durability in harsh weather conditions. Other key research topics are organic binders for applications in flooring and waterproofing as well as inorganic binders as an alternative to cement.

In the Coatings division, BASF Group continually works on developing innovative coating systems and intelligent solutions to contribute to customers' success. The division makes sure that the coatings of the future will be more scratch-resistant and less sensitive to environmental influences, offering improved corrosion protection and innovative color and design effects. Moreover, it develops coating processes that are more efficient and environmentally friendly. In the automotive sector, for example, the division managed to successfully integrate the functionality of two paint layers into one layer. Car body painting thus requires fewer steps and less energy, shortening the overall painting process.

Marketing and customer relations

The customer portfolio includes everything from major customers to medium-sized regional businesses, to small local businesses and body shops. The business models and sales channels are aligned with the needs of the specific customer groups and market segments. The segment thus provides its major customers with individual service, offering customised research and development and technical services. Regional development laboratories allow quickly adapting products to local needs.

Good cooperation and the regular exchange of ideas and experience have, for example, resulted in Daimler becoming the first customer to use the new, innovative iGloss® clearcoat in serial production. This finish is characterised by especially high scratch resistance, ensuring that cars look like new for longer.

BASF Group business review and analysis

In the Functional Solutions segment, sales to third parties increased year-on-year by EUR 1,658 million to EUR 11,361 million (volumes 9%, prices 10%, portfolio 1%, currencies -3%). Demand from the automotive industry for both mobile emissions catalysts and automotive coatings was strong. At EUR 427 million, income from operations in 2011 was EUR 30 million below the level of the previous year, mainly as a result of higher special charges, particularly in the Coatings division.

During the first quarter of 2012, the segment was able to slightly increase sales. Demand for automotive coatings and mobile emissions catalysts grew compared with the previous first quarter. Lower volumes and prices in precious metal trading both had a negative effect on volume and price development for the segment; however, portfolio measures and currency effects contributed to sales growth (volumes -4%, prices -1%, portfolio 4%, currencies 2%). Income from operations before special items increased, due in particular to the contribution from the Catalysts division.

In the second quarter of 2012, sales in the segment increased, largely due to positive currency effects and portfolio measures. Sales volumes matched the level of the second quarter of 2011. Lower prices, particularly in precious metals, had a negative influence on sales development (volumes 0%, prices -1%, portfolio 3%, currencies 6%). Income from operations before special items was below the level of the previous second quarter, primarily as a result of higher raw material costs.

Catalysts

The business benefited in 2011 from the continued upturn in the global automotive industry as well as the considerable recovery in the market for chemical catalysts. Sales to third parties increased by EUR 1,375 million to EUR 6,380 million (volumes 13%, prices 17%, portfolio 1%, currencies -4%). This sales growth was supported by rising precious metal prices. For the most part, the division was able to pass on higher costs for rare earths to the market.

Sales volumes of mobile emissions catalysts improved in all regions. While demand for the light duty gas segment in North America and Asia remained consistently strong, the demand for the light and heavy duty diesel segment grew substantially in Europe.

The upswing in the automotive industry positively impacted the performance of the unit Precious and Base Metal Services, whose activities focus mainly on trading. On account of higher precious metal prices, sales rose by EUR 378 million to EUR 2,860 million.

In this favorable market environment, the division managed to post a considerable increase in income from operations.

During the first quarter of 2012, the chemical catalysts business developed successfully compared with the first quarter of 2011. Demand also grew for mobile emissions catalysts. Positive portfolio effects were particularly due to the inclusion of the Heesung Catalysts Corporation in Seoul, South Korea. The contribution of EUR 668 million from precious metal trading was significantly reduced (first quarter of 2011: EUR 862 million) due to lower volumes and prices. Despite this, sales decreased only slightly. The division achieved higher earnings year-on-year thanks to the improved earnings contribution from the chemical catalysts business.

In the second quarter of 2012, sales grew, due largely to positive currency effects. Portfolio measures as well as the positive development of the business with mobile emissions catalysts, particularly in Asia, also contributed to sales growth. Sales volumes improved slightly; demand for chemical catalysts was high. Sales prices fell, especially in precious metals. At EUR 681 million (second quarter 2011: EUR 648 million), the sales contribution from precious metal trading grew nevertheless, mainly owing to currency effects. Because of increased raw material costs, the division did not match the good earnings level of the previous second quarter.

Construction Chemicals

Compared with the previous year, the division increased sales to third parties in 2011 to EUR 2,181 million (2010: EUR 2,121 million). Negative currency effects were more than offset by higher volumes (volumes 4%, prices 1%, currencies -2%).

The business performance varied considerably by region: In China, India, Russia and Saudi Arabia, sales rose significantly once again thanks to strong demand. Although the market environment in North America remained challenging, the division improved sales in that market in local-currency terms. Furthermore, sales grew in the important European markets of France and Germany, as well as in Northern Europe, as a result of the recovery in the construction sector. In contrast, the division experienced a sharp drop in sales in Southern Europe; in Spain in particular, the economic conditions in the construction industry worsened again. The tense political situation in North Africa negatively impacted the business in this region.

Income from operations was below the level of the previous year due primarily to the negative development in the construction industry in Spain and North Africa. Furthermore, the market recovery that was expected for North America failed to materialise. The division was therefore only partially able to pass on higher raw material costs to its customers. In Spain, it adapted sales structures to the weak market environment; the resulting expenses also had a negative impact on earnings.

During the first quarter of 2012, sales exceeded the level of the previous first quarter. Price increases, exchange rate effects and portfolio measures had a positive effect on sales development. Demand improved slightly in North America, Asia and South America. In parts of Europe, however, the division posted a weather-related decline in sales volumes, especially at the beginning of the year. The division was able to slightly increase earnings compared with the first quarter of 2011.

In the second quarter of 2012, sales grew as a result of positive exchange rate effects, price increases and portfolio measures. In North America and Asia, favorable demand development led to an improvement in sales volumes. Overall, however, volumes were below the level of the previous second quarter due to a continuing decline in construction activity in parts of Europe. The division increased earnings, principally as a result of higher prices.

Coatings

In 2011, the division increased its sales to third parties year-on-year by EUR 223 million to EUR 2,800 million (volumes 6%, prices 4%, currencies -1%). Demand for its products grew in all business areas. The favorable market environment in the global automotive industry, higher demand in South America and the strong business with coatings solutions in Russia made a significant contribution to sales growth.

The division's automotive coatings business was very successful due to growing demand from customers in Europe and Asia, especially in China. Sales in the automotive refinish coatings business also grew thanks to new customers and price increases, but the business environment remained competitive. The division was able to achieve a significant increase in sales volumes of coatings for transportation and agricultural machinery. In Europe, it benefited from strong demand for coil coatings from the Russian steel industry. Thanks to new customers, especially in emerging markets, sales volumes of coatings for wind turbines also grew. In the decorative paints business area, sales were higher than in the previous year, particularly in South America. In this region, the division not only experienced greater consumer demand, it was also able to gain additional market share with product innovations and targeted advertising measures.

Income from operations was below the level of 2010 owing to special charges which resulted from impairments in connection with the planned sale of the business with Relius® brand decorative paints. Production sites in Memmingen, Germany, and Deurne, Netherlands, are primarily affected by this divestiture. Adjusted for these special charges, earnings exceeded the level of the previous year.

Although the division expanded its operations, it managed to limit the increase in fixed costs thanks to restructuring projects. The sharp increase in raw material costs could not be fully passed on to the market.

In the first half of 2012, demand remained strong for automotive coatings. In Asia and Europe in particular, sales volumes grew overall. By contrast, demand for decorative paints weakened in South America compared with the level of the previous first quarter; as a result, total sales volumes were at the level of the first quarter of 2011. Sales grew thanks to higher sales prices. During the second quarter of 2012, sales volumes for industrial coatings and coatings for the automotive industry were at a high level. Demand from Asia and South America grew overall. Thanks to increased sales prices and positive currency effects, sales exceeded the high level of the second quarter of 2011. The division was largely able to pass on increased raw material costs to its customers. Due to higher fixed costs, earnings were below the level of the same period in the previous year.

AGRICULTURAL SOLUTIONS

Segment overview

The Agricultural Solutions segment consists of the Crop Protection division. The division develops and produces innovative active ingredients and formulations for the improvement of crop health and yields, and markets them worldwide. BASF Plant Science conducts research in the field of plant biotechnology.

Crop Protection

Strategy

The division's strategy has been developed based on long-term market trends. To feed the growing world population, a sustainable increase in crop yields is needed. This is only possible with the help of innovations. In order to secure future growth, the division relies on a clear and long-term innovation strategy. It offers its customers a broad portfolio of integrated solutions, continuously invests in its active ingredients pipeline and develops improved formulations. In addition, it makes targeted investments in core markets and intensifies its investments in growth markets.

Moreover, the division wants to further strengthen its strategic partnerships with seed companies, benefiting from the technological competence of BASF Plant Science. It develops solutions together with other BASF divisions that go beyond conventional crop protection measures. With the help of the BASF Verbund, it addresses important issues in agriculture, such as water management or sustainable yield optimisation.

Investment

In 2011, the division invested EUR 150 million. A large portion of this amount was directly related to the creation of new production capacities for the fungicide Xemium. Furthermore, the division increased capacity for the formulation of its fungicide F 500 in North America. At the Ludwigshafen site, it invested in infrastructure to improve the filling processes.

To be able to meet the high demand for the innovative crop protection products in the future, the division will continue investing in its production capacities. To do this, it plans an average investment volume of approximately EUR 200 million annually over the next few years.

Innovation

In 2011, the division increased its research and development expenditures to EUR 412 million. This represents around 10% of sales. It makes targeted investments to identify novel active ingredients at an early stage and to quickly bring to market the results of its research and development projects. The innovation pipeline currently has a peak sales potential of EUR 2,800 million, which is EUR 400 million more than in the previous year. Of this, EUR 1,200 million relates to products that will have been launched between 2010 and 2020, including Kixor®, Initium® and Xemium®. As a result of the continuous and successful expansion of the umbrella brand AgCelence®, the division expects its active ingredient F 500® to reach a total peak sales potential of EUR 1 billion.

Xemium is a particularly powerful and widely applicable fungicide for field and specialty crops. Sales already began in France at the end of 2011. In the course of the global market launch, starting in 2012, the division plans offering Xemium in more than 50 countries for use with over 100 different crops. It is also working on the development of two herbicide tolerance projects and three additional active ingredients, as well as on the establishment of the new Functional Crop Care business area. Here, the division intends to develop solutions in resource and stress management in order to help protect the environment and improve crop yield.

Marketing and customer relations

Innovative, high-value products and services as well as strong local expertise are key to making the division's collaboration with customers successful.

The division sees major growth potential in Asia, particularly in China and India. It wants to strengthen its support for farmers in these countries with its wide-ranging expertise in agronomic practices and technological solutions.

Acting responsibly is an integral part of BASF's business philosophy. The division has invested in the development of a new method to implement sustainable solutions and agricultural practices with its customers. AgBalance® is a way of measuring sustainability in agriculture that reveals where there is room for improvement.

BASF Group business review and analysis

In the Crop Protection division, sales to third parties increased in 2011 by EUR 132 million to EUR 4,165 million (volumes 6%, prices 0%, currencies -3%). This sales growth was primarily attributable to the positive market environment: Thanks to increased agricultural commodity prices and the resulting high liquidity in the agriculture sector, demand grew for the innovative crop protection products. On the other hand, the depreciation of the U.S. dollar had a negative impact on sales.

At EUR 1,659 million, sales in Europe were EUR 93 million higher in 2011 than in 2010. This increase was driven in particular by strong demand from the growth markets of Eastern Europe as well as by the successful fall business. In addition, the business with herbicides for sunflowers and corn (maize) made a significant contribution to sales growth. However, the extreme drought in key markets in Western Europe during the first half of the year 2011 reduced demand for fungicides.

In North America, sales declined by EUR 34 million to EUR 965 million, in particular due to the depreciation of the U.S. dollar. Furthermore, the cultivated area declined due to flooding during the first half of the year; herbicide demand decreased. These developments could be partially offset by increased sales volumes of the fungicides for plant health, as farmers were more willing to invest in products that offer benefits beyond disease control.

In Asia, sales improved considerably thanks to higher sales volumes, rising by EUR 49 million to EUR 487 million. This growth was particularly attributable to the successful herbicide business in India as well as to strong demand for products based on F 500® in the growth markets of India and China. In India, the division also benefited from BASF's Samruddhi business model, which focuses on training farmers in the proper use of crop protection products and fertilisers in order to increase yields.

As a result of higher prices and growing volumes, sales in South America grew by EUR 24 million to EUR 1,054 million in 2011, despite negative currency effects. In particular, the business with the AgCelence® production system - a combined product offering that ranges from seed treatment to foliar applications - grew considerably. Insecticides for sugarcane and seed treatment were in high demand, especially in Brazil. For example, the innovative seed treatment Standak® Top sold well on the Brazilian market.

In this positive business environment, the division achieved income from operations of EUR 808 million, exceeding the level of the previous year by EUR 59 million. The rise in earnings was limited by negative currency effects as well as the planned increase in investments in research and development and the expansion of the sales team in growth regions.

In the first quarter of 2012, the early start to the season in North America due to weather conditions led to an improvement in sales, particularly for herbicides. The season also began positively in Europe. The higher level of sales compared with the first quarter of 2011 is attributable to increased sales volumes and prices, as well as to positive currency effects (volumes 3%, prices 3%, currencies 2%). Income from operations before special items improved considerably compared with the previous first quarter, particularly due to higher sales volumes and prices. The earnings increase was additionally boosted by positive currency effects.

During the second quarter of 2012, the business development was positive in the segment, especially thanks to the strong season in the Northern Hemisphere. The segment was able to raise sales volumes in all indications and regions as a result of high demand for its products. Business development was positive for fungicides in particular. The division improved sales considerably. In addition to increased sales volumes, higher sales prices and positive exchange rate effects also contributed to sales growth (volumes 14%, prices 2%, currencies 6%). Higher sales volumes and positive currency effects led to income from operations before special items significantly above the level of the previous second quarter.

BASF Plant Science

Plant biotechnology at BASF

BASF Plant Science is one of the world's leading suppliers of plant biotechnology solutions for agriculture. More than 750 employees at eight sites help farmers meet the growing demand for increased agricultural productivity as well as better nutrition for people and animals. BASF invests more than EUR 150 million per year to accomplish this. Research and development expenses, sales, earnings and all other data of BASF Plant Science are not included in the Agricultural Solutions segment; they are reported in other.

Strategy

With a pioneering platform for gene discovery, BASF Plant Science has specialised in the development of plant characteristics such as higher yield, drought tolerance or disease resistance. BASF Plant Science's

goal is to develop crops like corn (maize), soybeans and rice that provide farmers with higher and secure yields. It also makes an important contribution to sustainable agriculture because the cultivation of these plants significantly reduces the amount of land, water and energy required to produce each metric ton of harvested crops. In addition, it develops plants that can improve nutrition or be even better used as renewable raw materials. BASF Plant Science markets its products together with leading partners in the seed industry.

Starting in 2012, BASF Plant Science will concentrate even more on the main markets of North and South America. The company's headquarters will be moved to the Research Triangle Park site in Raleigh, North Carolina, in order to gain proximity to these markets.

Research and development

BASF Plant Science cooperates with a number of biotechnology companies, research institutes and universities worldwide. Together with Monsanto, it develops higher-yielding and stress-tolerant corn, soybean, canola (oil-seed rape), wheat and cotton plants. The world's first genetically engineered drought-tolerant corn was approved for cultivation in the United States in December 2011. It will be grown on selected farms in the United States starting in 2012 in order to familiarise farmers with the product.

Cargill and BASF Plant Science have been working together to develop healthy canola oil since November 2011. This oil is rich in valuable polyunsaturated omega-3 fatty acids that have been proven to offer health benefits.

All projects aimed solely at the European market will be stopped during the course of 2012. This applies to the amylopectin potatoes Amflora, Amadea and Modena, as well as the late-blight-resistant potato, Fortuna. Approval processes that have already begun will be continued.

OIL & GAS

Segment overview

BASF's oil and gas activities are bundled in the Wintershall Group. Wintershall and its subsidiaries operate in the business sectors Exploration & Production and Natural Gas Trading.

Segment strategy

In the exploration and production of crude oil and natural gas, Wintershall concentrates on selected oil- and gas-rich regions in Europe, Russia and the Caspian Sea region as well as in North Africa/Middle East and South America. To ensure lasting success, Wintershall continuously develops its technological expertise. It focuses on measures for increasing the yield from oil-producing deposits as well as the development of technologies for reservoirs with difficult production conditions. By utilising the synergies resulting from the research expertise available within BASF Group, it is increasingly able to enhance its position as a partner with exceptional technological expertise.

The long-term increase in demand for natural gas in Western Europe, coupled with the decline in regional production, means that ever-increasing volumes of natural gas will have to be imported. This creates opportunities for the business sectors, which are exploited within the scope of the Gas for Europe strategy. Wintershall explores for and produces natural gas in and around Europe and helps establishing the necessary infrastructure to deliver the gas to its customers. With its pipeline network and strategically positioned natural gas storage facilities, it makes an important contribution to securing gas supplies in Germany and Europe.

In this segment, BASF Group operates in ecologically sensitive areas. Therefore, before activities start, it carefully examines potential consequences for the environment, such as for water and biodiversity. Together with experts, contractors and relevant stakeholders, it develops and implements measures to minimise the impact on people and the environment. In so doing, it acts in accordance with international agreements, local regulations and its own high standards.

Exploration & Production

Europe: The Mittelplate oil field in the North Sea tidal flats is the cornerstone of Wintershall's oil production in Germany. Wintershall and RWE-DEA each own a 50% stake in this field, the largest known oil deposit in Germany. In 2011, BASF also drilled the first wells as part of a biopolymer project to increase recovery rates from the Bockstedt oil field in Lower Saxony.

Wintershall is one of the largest producers of natural gas in the southern North Sea, producing approximately 1.0 billion cubic meters annually. In October 2011, it began production at the Wingate

platform, the first gas production site operated by Wintershall in the British North Sea. Similarly to 19 other platforms, this is centrally controlled by one of the most modern radio control systems in the world.

The oil activities in Norway and the United Kingdom also play an important role in the portfolio. For example, in the Catcher field off the east coast of Scotland, three exploration and appraisal wells were successfully drilled in 2011 (Wintershall's stake: 20%). The segment was also able to expand its resources in Norway in 2011 thanks to exploration projects. The Norwegian Parliament approved the plan for operating the Knarr field in the northern North Sea. This field, in which Wintershall has a 20% stake, has commercially recoverable reserves of more than 70 million barrels of oil equivalent. Furthermore, Wintershall was granted two exploration licenses with operatorship for the first time in the Barents Sea.

Russia and the Caspian Sea region: The Yuzhno Russkoye natural gas field in Western Siberia has been operating at plateau production since 2009. The segment participates with a 35% interest in the economic rewards of this field. In addition, it has a 50% share in the development of a section of the Achimov formation (Block IA, Achimgaz) in the Urengoy field, which is also located in Western Siberia. After the successful completion of the pilot phase in November 2011, it began development of the entire field. Twenty new production wells are planned as part of a first subproject.

Wintershall has signed a Memorandum of Understanding for an asset swap with Gazprom: According to this agreement, Wintershall will hold a 25% stake in the development of Blocks 4 and 5 of the Achimov Formation in the Urengoy field - with the option to raise this stake to 50% in a second step. In return, Gazprom will receive a stake in fields in the British and Dutch North Sea.

In the Caspian Sea region, Wintershall is pursuing exploration projects in Turkmenistan.

North Africa/Middle East: In Libya, Wintershall operates eight oil fields in the southeastern Sirte Basin in the onshore concessions 96 and 97. Following political tension in Libya, it took the precaution of stopping production in both concessions in February 2011. These facilities have been in operation again since mid-October 2011. Production was stopped from March to September 2011 in the Libyan Al Jurf offshore oil field, in which Wintershall has a minority stake.

Wintershall drilled the first exploration well in Block 4N in Qatar; it also holds a stake in Block 3. In Abu Dhabi, it signed a Memorandum of Understanding with the Abu Dhabi National Oil Company for the development of a natural gas deposit.

South America: Wintershall holds shares in 15 fields in Argentina. In the Neuquén Basin, it began three technology projects to explore the potential for shale gas in the Aguada Pichana, Bandurria and San Roque blocks. Wintershall holds stakes in two blocks in Chile and has drilled the first exploration well.

Natural Gas Trading

The WINGAS Group, operated jointly with Gazprom, combines the main activities in natural gas trading, transport and storage.

Natural gas trading: WINGAS markets natural gas from various sources to Germany and other European countries. Its main customers are municipal utilities, larger industrial firms and regional gas suppliers.

WINGAS meets its gas needs primarily through long-term supply contracts. In addition, it is increasingly active in international spot trading markets due to their growing importance.

Gas transport: WINGAS transferred ownership of its gas pipeline network, including the personnel required for its maintenance, operation and development, to WINGAS TRANSPORT in 2010, thus fulfilling many of the requirements of the amendment to the German Energy Act (EnWG). In 2012, WINGAS will undertake additional legal and organisational unbundling of network and storage operations as required by the EnWG amendment.

The construction of the Nord Stream pipeline from Russia through the Baltic Sea to the German coast and its associated onshore projects for onward transport to the European transportation network will significantly strengthen Europe's natural gas infrastructure. Nord Stream AG, builder and operator of the offshore pipeline, is consolidated in the BASF Group Consolidated Financial Statements according to the equity method. The shareholders in Nord Stream are: Gazprom (51%), Wintershall (15.5%) and E.ON Ruhrgas (15.5%), as well as N.V. Nederlandse Gasunie and GDF Suez (9% each).

Construction on the Baltic Sea Pipeline Link (OPAL), which starts near Greifswald, Germany, was completed in the middle of 2011. The 470 kilometer natural gas transit pipeline has a transport capacity of more than 35 billion cubic meters and started operations together with the first Nord Stream pipeline in fall 2011.

Construction on the second pipeline link, the North European Gas Pipeline (NEL), was begun in March 2011. Due to safety concerns, however, the Higher Administrative Court in the city of Lüneburg has

temporarily halted construction on parts of the NEL. Various solutions are currently being explored. Construction on the other sections of the pipeline is proceeding as planned. The 440 kilometer-long NEL should partly begin operations, together with the second line of the Nord Stream pipeline, at the end of 2012.

Wintershall signed shareholders' agreements in September 2011 to join South Stream Transport AG, which will develop, construct and operate the offshore portion of the South Stream pipeline through the Black Sea. Apart from Gazprom (50%) and Wintershall (15%), other shareholders in South Stream Transport AG are the Italian oil and energy company Eni (20%) and the French electric power company EdF (15%).

Gas storage: Important components of the storage portfolio include the largest natural gas storage facility in Western Europe, in Rehden, Germany, and the natural gas storage facility in Haidach, Austria. In accordance with the growth strategy, BASF continue to expand storage capacity. Construction is progressing on the Jemgum natural gas storage facility in Northern Germany, which is expected to begin operations in 2013. Furthermore, BASF has completed the second expansion phase of the storage facility in Haidach, Austria.

BASF Group business review and analysis

Sales to third parties in the Oil & Gas segment in 2011 increased by EUR 1,260 million to EUR 12,051 million as a result of higher prices (volumes -11%, prices/currencies 23%). However, income from operations declined by EUR 223 million to EUR 2,111 million, due to the lower contribution from activities in Libya. Net income improved by EUR 141 million to EUR 1,064 million.

During the first quarter of 2012, sales were significantly above the level of the previous first quarter as a result of increased production and sales volumes as well as higher crude oil and gas prices (volumes 22%, prices/currencies 23%, portfolio -1%). Volumes grew in natural gas trading, mainly due to weather conditions. In the second quarter of 2012, sales were also significantly above the level of the previous second quarter, mostly because of increased volumes and higher gas prices (volumes 31%, prices/currencies 14%, portfolio 1%). Volumes grew in natural gas trading due to higher demand on spot trading markets. During the first half of 2012, the segment was able to continuously produce crude oil in Libya; production there had been shut down from February to October 2011. Income from operations before special items during the first quarter 2012 significantly exceeded the level of the previous first quarter while net income grew, as well. While income from operations before special items also improved considerably in the second quarter, net income declined.

Exploration & Production

Business development in the Exploration & Production business sector was considerably impaired by the events in Libya. In response to unrest in the country during 2011, onshore production was suspended in February and offshore production in March. Offshore production did not resume until September 2011, and onshore production was partially restarted in October 2011 and gradually increased. At the end of 2011, the daily onshore production rate was at about 50% of the level of volumes produced before the unrest began. Sales in this business sector therefore declined by EUR 637 million to EUR 3,182 million.

The significant increase in the oil price is partially attributable to decreased production in Libya. Compared with the previous year, the average price of Brent crude rose by USD 31 per barrel to around USD 110 per barrel. Due to the weakening of the U.S. dollar compared with the euro, the price of crude oil in euro increased by EUR 20 per barrel to EUR 80 per barrel.

Mainly owing to the production shutdown in Libya for several months, oil and gas production in 2011 declined by 15% to 113 million barrels of oil equivalent (BOE). This figure includes Gazprom's interests in a German Wintershall subsidiary that holds the Libyan onshore concessions 96 and 97.

Due to the lower contribution from activities in Libya, income from operations declined in 2011 by EUR 232 million to EUR 1,686 million. This included income taxes on oil production in Libya that are non-compensable with German corporate income tax and which fell by EUR 544 million to EUR 439 million.

In 2011, the segment completed the drilling of 21 exploration and appraisal wells in the search for new oil and natural gas deposits, of which 10 were successful. Compared with 2010, exploration expenses decreased by EUR 6 million to EUR 184 million.

During the first quarter of 2012, higher prices for crude oil and natural gas were the main drivers for sales growth. The average price for Brent crude oil was USD 119 per barrel, compared with USD 105 per barrel (+13%) in the first quarter of 2011. Production volumes rose, principally as a result of the continuous production of crude oil in Libya. The division was able to significantly increase earnings compared with the previous first quarter. In the second quarter of 2012 the division significantly increased sales and earnings.

Production volumes grew mainly as a result of the continuous production of oil in Libya. The average price for Brent crude oil was USD 108 per barrel, compared with USD 117 per barrel (-8%) in the second quarter of 2011. The average oil price in euros increased slightly.

Natural Gas Trading

Sales to third parties increased in 2011 by EUR 1,897 million to EUR 8,869 million, due largely to higher prices. At 417 billion kilowatt hours, sales volumes overall were slightly above the level of the previous year; in the international business, sales volumes increased by 11% to 184 billion kilowatt hours. WINGAS sold 11% of its volumes to BASF Group companies.

Compared with 2010, income from operations increased by EUR 9 million to EUR 425 million. Sales prices for oil-indexed natural gas generally follow those of oil with a time lag of several months. Increasing oil prices over the course of the year therefore had a negative effect on earnings. On the spot markets, the price level remained relatively low. This led to ongoing pressure on trading margins, which could partially be counteracted with optimisation measures in purchasing.

In the first quarter of 2012, sales considerably exceeded the level of the first quarter of 2011, due in large part to higher gas prices as well as weather-related increases in sales volumes. During the second quarter of 2012, sales also grew considerably. Higher gas prices and increased sales volumes were largely responsible for this. In the first half of 2012, earnings were above the level of the same period of the year before thanks to positive volumes development as well as to contributions from the OPAL pipeline.

ENVIRONMENTAL MATTERS

Environmental, safety and security management

BASF's Responsible Care Management System comprises the global rules, standards and procedures for environmental protection, safety and security. Concrete specifications for implementing these measures are laid out in binding directives. These describe the pertinent responsibilities, requirements and assessment methods. BASF Group periodically conducts audits to monitor performance and progress in Responsible Care, and use the findings to continually improve BASF's performance.

BASF sets itself ambitious goals for environmental protection, safety and security and regularly reports on the progress. The guidelines and requirements are constantly updated. In 2011, BASF Group adopted a new global directive on environmental protection with a focus on air, noise, water and waste, and defined several worldwide requirements for occupational safety and site security. These set, for example, mandatory limits on noise in the workplace and regulate the handling of nanomaterials.

BASF assesses risks in areas ranging from research and production to logistics, and how these could affect the safety and security of BASF's employees, the environment or the surrounding community. Collecting and evaluating incident data on a global basis helps to systematically learn from mistakes and accumulate knowledge gained through experience. In BASF's databases, BASF documents accidents, near-misses and safety-related incidents at BASF's sites as well as on transportation routes. BASF Group also gathers data on incidents involving external contractors working for BASF.

With the global safety initiative, BASF fosters and encourages awareness of safety and security in the workplace and safe practices for every individual. To further improve the environmental protection and safety and security systems, BASF also takes into account the information derived from its ongoing dialog with stakeholders. BASF received several awards in 2011 for its activities in environmental protection, safety, security and health. At the Geo Responsibility Awards in Sri Lanka, BASF was distinguished for its safe and environmentally friendly handling of industrial waste.

Regular audits help ensuring uniformly high standards within BASF Group for environmental protection, safety, security and health protection. Audits are carried out at BASF sites and at companies in which BASF is a majority shareholder. In BASF's Group directive for Responsible Care audits, BASF defines, for example, a regular procedure to be followed if standards are not being adhered to. During the audits, BASF creates an environmental, safety and security profile which shows if performance with regard to environment, safety and security is sufficient to address the existing risk potential. If this is not the case, BASF stipulates measures and conducts follow-up audits on their implementation soon afterward.

The internal audit system complies with the standards for external auditing procedures ISO 19011 and OHSAS 18001. Worldwide, 179 BASF production sites are certified in accordance with ISO 14001 (2010: 153); this increase results mainly from the integration of the former Cognis sites.

In 2011, 97 environmental, safety and security audits were carried out in the BASF Group at 66 sites. BASF carried out 35 audits relating to occupational medicine and health protection at 35 sites.

The overall costs of operating environmental protection facilities amounted to EUR 850 million in 2011 (2010: EUR 729 million). BASF invested an additional EUR 190 million in new and improved environmental protection plants and facilities (2010: EUR 122 million). These capital expenditures involved both end-of-pipe measures as well as integrated environmental protection measures.

Provisions established for environmental protection measures and remediation amounted to EUR 659 million as of 31 December 2011 (31 December 2010: EUR 665 million).

Product stewardship

BASF Group ensures uniform high standards for product stewardship worldwide and the voluntary initiatives go beyond legal requirements. BASF fulfills the requirements of the European Union's chemicals legislation, including the REACH regulation. BASF's directives and global goals apply to all of BASF's operative decision makers, who are responsible for implementing them. This implementation is monitored with regular audits.

BASF Group provides extensive information to its customers and the public on chemical products with safety data sheets in more than 30 languages. This is achieved with the help of a global database containing continuously updated environmental, health and safety data on substances and products. BASF's global emergency hotline network provides information around the clock. BASF Group offers its customers needs-based training in the safe use of BASF products, such as chemical intermediates or crop protection products.

With BASF Group's global goals for risk assessment, it is supporting the implementation of initiatives such as the Global Product Strategy (GPS) of the International Council of Chemical Associations (ICCA). GPS is establishing global standards and best practices to improve the safe management of chemical substances. Internationally, BASF Group is also involved in workshops and training seminars in developing countries and emerging markets. In 2011, BASF contributed to GPS training workshops in Africa, Asia and Eastern Europe mainly for smaller and medium-sized enterprises as well as for government and university representatives. BASF conducted 14 learning events around the world in 2011, bringing the total to 42 since 2008.

By 2020, BASF intends to review its risk assessments for all substances it produces or sells worldwide in quantities of more than one metric ton per year. BASF already reached 29.5% of this goal in 2011. The risk associated with using a substance is the combination of its hazardous properties and the degree of exposure to people and the environment. BASF Group reviews its sales products, including mixtures, in the same way.

BASF began implementing the second registration phase of REACH in 2011. It has notified the European Chemicals Agency (ECHA) of 4,000 substances for inclusion in the Classification and Labeling Inventory. By 2013, BASF will have registered nearly 700 substances with ECHA which are produced or imported in quantities between 100 and 1,000 metric tons per year. Nearly a quarter of these substances were added to BASF's portfolio as a result of the integration of the former Cognis businesses. BASF expects that the cost of implementing REACH will continue to average around EUR 50 million per year.

BASF Group considers it an important competitive advantage that it has expertise in evaluating substances as well as cost-effective processes, which it can use to implement these regulations. When it comes to REACH, BASF Group is in close contact with its customers and suppliers to ensure it has secure supplies of the raw materials BASF needs and to strengthen customer relationships. Another way in which BASF contributes to international chemical safety is through its support of the United Nations' initiative to implement a Globally Harmonised System (GHS) of Classification and Labeling of Chemicals.

MAJOR SHAREHOLDERS

On 10 September 2010, BlackRock, Inc., New York, USA ("**BlackRock**") notified BASF according to the rules of the German Securities Trading Act that on 6 September 2010 the share of the voting rights directly or indirectly held by BlackRock has exceeded the threshold of 5% and amounted to 5.35% of the voting rights.

MATERIAL CONTRACTS

BASF Group did not enter into any contracts in the ordinary course of business, which could result in any member of the BASF Group being under an obligation or entitlement that is material to BASF's ability to meet its obligations to the Holders in respect of the Notes.

LEGAL PROCEEDINGS

General

BASF Group companies are involved in legal, regulatory, governmental and arbitration proceedings in Germany and a number of foreign jurisdictions, including the United States, involving claims by and against them, which arise in the ordinary course of their businesses, including in connection with their business activities, employers, investors and taxpayers. It is not feasible to predict or determine the ultimate outcome of the ending or threatened proceedings. The management does not believe that the outcome of these proceedings, including those discussed below, will have or have had in the 12 months preceding the date of this document significant effects on the financial position or profitability of BASF and/or BASF Group after consideration of any applicable reserves.

Specific proceedings

Since 2005, a total of 38 class action lawsuits have been filed in U.S. courts against urethane and polyurethane producers, including BASF SE and BASF Corporation. It was alleged that sales of TDI, MDI and polyether polyols had violated antitrust laws on price fixing. In addition, two plaintiffs have opted out of the class action process and are pursuing their claims in parallel suits. At the end of 2007, the U.S. Department of Justice ceased its inquiry into alleged price fixing. BASF settled the class action lawsuits on 17 September 2011 and agreed to pay USD 51 million. The settlement was conclusively approved by the courts in December 2011. It does not include the two parallel claims currently being pursued. BASF is defending itself against these lawsuits.

BASF S.A., Brazil, and Shell Brazil Ltda. Brazil are defendants in several individual lawsuits and one class action lawsuit regarding existing and potential health damage to former employees (including employees of external companies), their families and descendants due to their employment at a site in Paulinia, Brazil, which was significantly contaminated by the production of crop protection products. BASF S.A. acquired the site from American Cyanamid in 2000, who had in turn acquired it from Shell Brazil Ltda. in 1995. The contamination stems from the period before 2000. In August 2010, BASF S.A. and Shell Brazil Ltda. were jointly ordered to pay damages for medical treatment and personal suffering equivalent to approximately EUR 490 million, not including interest. The appeal against this first-instance judgment was rejected on 4 April 2011. BASF S.A. has applied for the right to appeal to a higher court. Such right has been granted on 17 May 2012 and BASF S.A. is now waiting for the final decision of the Superior Labor Court. On 30 March 2011, BASF S.A. brought a suit for a declaratory judgment against Shell Brazil Ltda. to determine that Shell is responsible for the full amount of damages resulting from the contamination at the Paulinia site, which had been caused by Shell. Currently BASF S.A. and Shell Brazil Ltda. are in settlement talks with one another and with the plaintiffs.

SIGNIFICANT CHANGES/TREND INFORMATION

There have been no significant changes in the financial or trading position of BASF Group since 30 June 2012. There has been no material adverse change in the prospects of BASF Group since 31 December 2011.

OUTLOOK FOR 2012

Business development was solid in the first half of 2012. BASF Group increased sales and earnings in the Agricultural Solutions and Oil & Gas segments compared with the first half of 2011. By contrast, BASF Group posted a decline in earnings in the chemicals business. BASF does not expect global economic growth to pick up in the second half of 2012. Prospects are dampened by increased uncertainty, especially in the eurozone, and by slower growth in Asia. Nevertheless, as of the date of this Prospectus, BASF Group still aims to exceed the 2011 levels in sales and income from operations before special items.

Opportunities and risks

In the second half of 2012, BASF Group may be presented with opportunities arising from stronger growth in the global economy and customer industries. Furthermore, a stronger U.S. dollar would have positive effects on BASF Group's earnings.

BASF also sees opportunities in consistently implementing the "We create chemistry" strategy and further improving operational excellence, as well as in strengthening research and development. BASF will continue to concentrate on expanding its business in growth markets as well as on innovations, portfolio optimisation, restructuring and increasing efficiency. The excellence program STEP, for example, serves

to strengthen competitiveness and profitability. By the end of 2015, it is expected to contribute around EUR 1 billion to earnings each year. STEP comprises more than 100 projects that aim to lower costs and raise profit margins.

There are, however, also risks to the development of BASF's business. Economic growth can be impaired by the ongoing debt crisis in the eurozone as well as by lower demand in Asia and increasing raw material costs could negatively affect margins and dampen demand.

Forecast

BASF Group's forecast is based on the following assumptions for the global economy in 2012:

- Growth of gross domestic product: 2.3%
- Growth in industrial production: 3.4%
- Growth in chemical production: 3.5%
- An average euro/dollar exchange rate of USD 1.30 per euro
- An average oil price of USD 110/barrel in 2012

In the first half of 2012, sales improved compared with the strong level of the previous first half. Income from operations before special items increased slightly, as well. Despite the assumption that global economic growth will not pick up in the second half of 2012, BASF Group anticipates an increase in sales and earnings compared with the same period of 2011.

BASF still aims to exceed the 2011 levels in sales and income from operations before special items. The forecast is supported by the resumption of its crude oil production in Libya. It is unlikely that earnings from the chemicals business will match the level of the previous year, as BASF does not anticipate an upturn in demand compared with the first half of 2012.

Excluding the effects of acquisitions and divestitures, BASF strives to increase sales volumes. BASF Group aims to earn a high premium on its cost of capital once again in 2012.

BASF FINANCE EUROPE N.V. AS ISSUER

STATUTORY AUDITORS

The independent auditors of BASF Finance are KPMG Accountants N.V., Mr. B.M. Teldersstraat 7, 6842 CT Arnhem, P.O. Box 30133, 6803 AC Arnhem, The Netherlands. They are members of the Royal NIVRA (*Koninklijk Nederlands Instituut van Registeraccountants*). They have audited the financial statements of BASF Finance for the years 2011 and 2010, which were prepared in accordance with Dutch GAAP, and have issued unqualified opinions in each case.

Investors should read the information below together with the financial statements of BASF Finance, including the notes thereto, and the other financial information that is included elsewhere in, or incorporated by reference into, this prospectus.

SELECTED FINANCIAL INFORMATION

The financial information below was extracted from the audited financial statements of BASF Finance for the years ended 31 December 2011 and 2010 and from the unaudited half-year reports 2012 and 2011. All statements have been prepared in accordance with Dutch GAAP.

	1 January 2011 - 31 December 2011	1 January 2010 - 31 December 2010
	thousand EUR	
Sales	0	0
Financial result	11,865	11,907
Other operating expenses	(8,333)	(8,372)
Net Income	2,643	2,680
	31 December 2011	31 December 2010
Total Assets	5,469,838	5,705,682
Stockholders' Equity	11,282	11,639
Long-Term Liabilities	5,365,938	5,359,867
Short-Term Liabilities	92,618	334,176

	1 January 2012 - 30 June 2012	1 January 2011 - 30 June 2011
	thousand EUR	
Sales	0	0
Financial result	5,729	5,969
Other operating expenses	(4,114)	(4,187)
Net Income	1,212	1,331
	30 June 2012	30 June 2011
Total Assets	5,487,754	5,483,309
Stockholders' Equity	12,494	12,970
Long-Term Liabilities	5,368,475	5,366,339
Short-Term Liabilities	106,785	104,000

HISTORICAL FINANCIAL INFORMATION

The audited financial statements of BASF Finance for the fiscal year ending on 31 December 2011 and the auditors' report thereon, contained in the Financial Report on pages 6-27, are incorporated by reference into this Prospectus.

The audited financial statements of BASF Finance for the fiscal year ending on 31 December 2010 and the auditors' report thereon, contained in the Financial Report on pages 7-33, are incorporated by reference into this Prospectus.

The unaudited interim financial statements of BASF Finance as of 30 June 2012, contained in the Semi-Annual report 2012 on pages 7-25, are incorporated by reference into this Prospectus.

GENERAL INFORMATION ABOUT BASF FINANCE

BASF Finance Europe N.V. was incorporated on 22 April 1976 under the laws of The Netherlands as a public limited liability company (*naamloze vennootschap*). The company has its corporate seat in Arnhem, The Netherlands and is registered with the trade register of the chamber of commerce Centraal Gelderland (trade register *van de Kamers van Koophandel van Centraal Gelderland*) in Arnhem under number 09041351. Its registered office is: Groningensingel 1, 6835 EA Arnhem, The Netherlands (telephone: 0031-26371 7171).

BASF Finance acts solely to facilitate the financing of BASF Group. All debt securities of BASF Finance (such as the Notes) are wholly and unconditionally guaranteed by BASF in respect of principal and interest payments.

ORGANISATIONAL STRUCTURE

BASF Finance is a wholly owned subsidiary of BASF and has no subsidiaries of its own.

Management Bodies

Management Board

The Management Board consists of the following members:

Tobias Dratt, Mannheim, Germany, Treasurer of BASF SE.

Gerardus Andreas Domenicus van der Lubbe, 's-Gravenhage, The Netherlands, General Manager of BASF Nederland B.V.

None of the above members of the Management Board have any potential conflict of interests between any duties to BASF Finance and their private interests or other duties.

The members of the Management Board may be contacted at BASF Finance's business address: Groningensingel 1, 6835 EA Arnhem, The Netherlands.

Board practices

BASF Finance is subject to the lighter regime under the Dutch Corporate Governance Decree (*Corporate Governance Code*), pursuant to which the Corporate Governance Statement in the annual report (directly or incorporated by reference) must contain information on the main features of BASF Finance's internal control and risk management system in relation to the financial reporting process of BASF Finance. The Corporate Governance Statement in the 2011 annual report contains such information on the main features of the internal control and risk management system in relation to the financial reporting process of the company.

BASF Finance has not instituted a separate audit committee as BASF Finance benefits from an exemption under the Decree implementing article 41 of EU Directive 2006/43/EC on statutory audits of annual accounts and consolidated accounts (*Besluit uitvoering EG-richtlijn wettelijke controles jaarrekeningen en geconsolideerde jaarrekeningen*) (the "**Decree**") as BASF SE has instituted an audit committee which complies with the requirements of article 3 of the Decree.

BUSINESS OVERVIEW – PRINCIPAL ACTIVITIES AND PRINCIPAL MARKETS

According to Article (2) of its articles of association, BASF Finance acts to facilitate the financing of BASF Group.

LEGAL AND ARBITRATION PROCEEDINGS

There are no, nor have there been any governmental, legal or arbitration proceedings and BASF Finance is not aware of any such proceedings pending or threatened which may have or have had in the 12 months preceding the date of this document a significant effect on the financial position of BASF Finance or BASF Group.

SIGNIFICANT CHANGES/TREND INFORMATION

There have been no significant changes in the financial or trading position of BASF Finance since 30 June 2012. There has been no material adverse change in the prospects of BASF Finance since 31 December 2011. No developments are currently foreseen that are reasonably likely to have a material negative effect on BASF Finance's prospects.

ADDITIONAL INFORMATION

Share capital

The authorised share capital of BASF Finance amounts to EUR 2,086,875. It is divided into 46,375 ordinary registered shares with a nominal value of EUR 45 each. Each share represents one vote. All issued shares have fully been paid up. All shares are registered shares. No share certificates have been nor will be issued.

Credit rating

BASF guarantees the payment of interest on and principal of the Notes issued by BASF Finance. Therefore, creditors base BASF Finance's credit assessment mainly on BASF's external credit rating.

TERMS AND CONDITIONS OF THE NOTES ENGLISH LANGUAGE VERSION

Introduction

The Terms and Conditions of the Notes (the "**Terms and Conditions**") are set forth below for two options:

Option I comprises the set of Terms and Conditions that apply to Tranches of Notes with fixed interest rates.

Option II comprises the set of Terms and Conditions that apply to Tranches of Notes with floating interest rates.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the set of Terms and Conditions.

In the Final Terms the Issuer will determine, which of Option I or Option II including certain further options contained therein, respectively, shall apply with respect to an individual issue of Notes, either by replicating the relevant provisions or by referring to the relevant options

To the extent that upon the approval of the Prospectus neither the Issuer nor the Guarantor had knowledge of certain items which are applicable to an individual issue of Notes, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

In the case the Final Terms applicable to an individual issue only refer to the further options contained in the set of Terms and Conditions for Option I or Option II, the following applies

[The provisions of these Terms and Conditions apply to the Notes as completed by the terms of the final terms which are attached hereto the "**Final Terms**"). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the principal office of the Issuer *provided* that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders of such Notes.]

OPTION I – Terms and Conditions that apply to Notes with fixed interest rates

TERMS AND CONDITIONS OF THE NOTES ENGLISH LANGUAGE VERSION

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This Series of Notes (the "**Notes**") of [BASF SE] [BASF Finance Europe N.V.] ([**"BASF"**][**"BASF Finance"**] or the "**Issuer**") is being issued in [**Specified Currency**] (the "**Specified Currency**") in the aggregate principal amount [**in the case the global note is an NGN the following applies**: , subject to § 1(4),] of [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**specified denomination**] (the "**Specified Denomination**").

(2) *Form.* The Notes are being issued in bearer form.

(3) *Temporary Global Note – Exchange.*

- (a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.
- (b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date 40 days after the date of issue of the Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).

(4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System "**Clearing System**" means **[If more than one Clearing System the following applies: each of]** the following: [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Federal Republic of Germany, ("**CBF**") [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg, ("**CBL**") [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium, ("**Euroclear**") [(CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**")]] and any successor in such capacity.

In the case of
Notes kept in

custody on behalf
of the ICSDs and
the global note is
an NGN the
following applies

[The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the global note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a statement issued by a ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.]

In the case of
Notes kept in
custody on behalf
of the ICSDs and
the global note is a
CGN the following
applies

[The Notes are issued in classical global note ("**CGN**") form and are kept in custody by a common depository on behalf of both ICSDs.]

(5) *Holder of Notes*. "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

(6) *Referenced Conditions*. The Terms and Conditions fully refer to the provisions set out in Schedule 5 of the Amended and Restated Fiscal Agency Agreement dated 14 September 2012 (the "**Agency Agreement**") between BASF, BASF Finance and Deutsche Bank Aktiengesellschaft acting as Fiscal Agent and Paying Agent (on display under www.bourse.lu) containing primarily the procedural provisions regarding resolutions of Holders.

§ 2

STATUS, NEGATIVE PLEDGE OF THE ISSUER[, GUARANTEE AND NEGATIVE PLEDGE OF THE GUARANTOR]

(1) *Status*. The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge*. The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and rateably in such security or such other security as shall be approved by an independent accounting firm of internationally recognised standing as being equivalent security.

"**Capital Market Indebtedness**" means any obligation for the repayment of borrowed money which is in the form of, or represented or evidenced by, bonds, notes or other securities, with an original maturity of more than one year, which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognised securities market.

In the case of
Notes issued by
BASF Finance the
following applies

[(3) *Guarantee and Negative Pledge of the Guarantor*. BASF (the "**Guarantor**") has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Negative Pledge**"), so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness (as defined above) or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and ratably in such security as shall be approved by an independent accounting firm of internationally recognised standing as being equivalent security. The Guarantee and Negative Pledge constitute a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 German Civil Code (*Bürgerliches Gesetzbuch, BGB*), giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor.]

§ 3

INTEREST

(1) *Rate of Interest and Interest Payment Dates*. The Notes shall bear interest on their aggregate principal amount at the rate of [**Rate of Interest**]% *per annum* from (and including) [**Interest Commencement Date**] to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrear on [**Fixed Interest Date or Dates**] in each year (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on [**First Interest Payment Date**] [**If First Interest Payment Date is not first anniversary of Interest Commencement Date the following applies: and will amount to [Initial Broken Amount per Specified Denomination].**] [**If Maturity Date is not a Fixed Interest Date the following applies: Interest in respect of the period from (and including) [Fixed Interest Date preceding the**

Maturity Date] to (but excluding) the Maturity Date will amount to **[Final Broken Amount per Specified Denomination].]**

(2) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law.⁽¹⁾

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Day Count Fraction.* "**Day Count Fraction**" means with regard to the calculation of interest on any Note for any period of time (the "**Calculation Period**"):

In the case of Actual/Actual (ICMA) with annual interest payments (excluding the case of short or long coupons) the following applies

[the actual number of days in the Calculation Period divided by the actual number of days in the respective Interest Period.]

In the case of Actual/Actual (ICMA) with annual interest payments (including the case of short coupons) the following applies

[the number of days in the Calculation Period divided by the number of days in the Reference Period in which the Calculation Period falls.]

In the case of Actual/Actual (ICMA) with two or more constant interest periods within an interest year (including in the case of short coupons) the following applies

[the number of days in the Calculation Period divided by the product of (1) the number of days in the Reference Period in which the Calculation Period falls and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.]

In the case of Actual/Actual (ICMA) is applicable and if the Calculation Period is longer than one Reference Period (long coupon) the following applies

[the sum of:

- (a) the number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by **[In the case of Reference Periods of less than one year the following applies: the product of (x)]** the number of days in such Reference Period **[In the case of Reference Periods of less than one year the following applies: and (y)** the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year; and
- (b) the number of days in such Calculation Period falling in the next Reference Period divided by **[In the case of Reference Periods of less than one year the following applies: the product of (x)]** the number of days in such Reference Period **[In the case of Reference Periods of less than one year the following applies: and (y)** the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.].]

The following applies for all options of Actual/Actual (ICMA) except for option Actual/Actual with

["Reference Period" means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding the next Interest Payment Date. **[In the case of a short first or last Calculation Period the following applies:**

⁽¹⁾ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time; §§ 288 paragraph 1, 247 paragraph 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

annual interest payments (excluding the case of short or long coupons)

For the purposes of determining the relevant Reference Period only, [deemed Interest Payment Date] shall be deemed to be an Interest Payment Date.] [In the case of a long first or last Calculation Period the following applies: For the purposes of determining the relevant Reference Period only, [deemed Interest Payment Dates] shall each be deemed to be an Interest Payment Date.]

In the case of 30/360, 360/360 or Bond Basis the following applies

[the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

In the case of 30E/360 or Eurobond Basis the following applies

[the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period).]

§ 4 PAYMENTS

(1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

(b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "Payment Business Day" means any day which is

[a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in [relevant financial centre(s)].][and]

In the case of Notes not denominated in EUR the following applies

[a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET") are open to effect payments].

In the case the Clearing System and TARGET shall be open the following applies

(5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; [If redeemable at the option of the Issuer for other than tax reasons the following applies: the Call Redemption Amount of the Notes;] [If redeemable at the option of the Holder the following applies: the Put Redemption Amount of the Notes;] and any premium and any other amounts which may be payable under or in

respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main, Federal Republic of Germany, principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on **[Maturity Date]** (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

In the case of
Notes issued by
BASF the following
applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Early Redemption Amount (as defined below), together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

In the case of
Notes issued by
BASF Finance the
following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer or the Guarantor is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer or the Guarantor, as the case may be, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Early Redemption Amount (as defined below), together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.]

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption for Reasons of a Change of Control the following applies

[(3) *Change of Control.* If there occurs a Change of Control and within the Change of Control Period a Rating Downgrade in respect of that Change of Control occurs (together called a "**Put Event**"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5(2)) to require the Issuer to redeem that Note on the Optional Redemption Date at its principal amount together with interest accrued to but excluding the Optional Redemption Date.

For the purposes of such option:

"Rating Agency" means each of the rating agencies of Standard and Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("**S&P**") and Moody's Investors Services ("**Moody's**") or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by BASF;

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control if within the Change of Control Period any rating previously assigned to BASF or the Notes by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB- by S&P/Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P/Ba1 by Moody's, or its equivalent for the time being, or worse);

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the board of executive directors or supervisory board of BASF) that any person or persons ("**Relevant Person(s)**") acting in concert (as defined in § 30 (2) of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*)) or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly acquire(s) or come(s) to own such number of the shares in the capital of BASF carrying more than 50% of the voting rights;

"Change of Control Period" means the period ending 120 days after the occurrence of the Change of Control; and

The "**Optional Redemption Date**" is the fifteenth day after the last day of the Put Period.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with § 13 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this § 5(3).

In order to exercise such option, the Holder must submit during normal business hours at the specified office of the Fiscal Agent a duly completed option exercise notice ("**Exercise Notice**") in the form available from the specified office of the Fiscal Agent within the period (the "**Put Period**") of 45 days after a Put Event Notice is given. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer.]

If the Notes are subject to Early Redemption at the Option of the Issuer at specified Call Redemption Amounts the following applies

[[4) *Early Redemption at the Option of the Issuer.*

(a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) or at any time thereafter until the respective subsequent Call Redemption Date at the respective Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the respective redemption date.

Call Redemption Date(s) [Call Redemption Date(s)]	Call Redemption Amount(s) [Call Redemption Amount(s)]
[_____]	[_____]
[_____]	[_____]

[If Notes are subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph [(6)] of this § 5.]

(b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:

- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
 - (iii) the redemption date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders; and
 - (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount the following applies

[[5)] Early Redemption at the Option of the Issuer.

- (a) The Issuer may, upon notice given in accordance with clause (b), at any time redeem all or some only of the Notes (each a "**Call Redemption Date**") at the Early Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date.

[If Notes are subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph **[(6)]** of this § 5.]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the Call Redemption Date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

If the Notes are subject to Early Redemption at the Option of the Holder the following applies

[[6)] Early Redemption at the Option of a Holder.

- (a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Put Redemption Date(s) [Put Redemption Date(s)]	Put Redemption Amount(s) [Put Redemption Amount(s)]
[_____]	[_____]
[_____]	[_____]

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 5.

- (b) In order to exercise such option, the Holder must, not less than 30 days nor more than 60 days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), send to the specified office of the Fiscal Agent an early redemption notice in written form ("**Put**

Notice). In the event that the Put Notice is received after 5:00 p.m. Frankfurt time on the 30th Payment Business Day before the Put Redemption Date, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised and (ii) the securities identification numbers of such Notes, if any. The Put Notice may be in the form available from the specified offices of the Fiscal Agent in the German and English language and includes further information. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

[(7)] *Early Redemption Amount.* [(a)] For purposes of subparagraph (2) of this § 5, the Early Redemption Amount of a Note shall be its Final Redemption Amount.

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount the following applies

[(b)] For purposes of subparagraph [(5)] of this § 5, the Early Redemption Amount of a Note shall be the higher of (i) its Final Redemption Amount and (ii) the Present Value. The Present Value will be calculated by the Calculation Agent by discounting the sum of the principal amount of a Note and the remaining interest payments to **[Maturity Date]** on an annual basis, assuming a 365-day year or a 366-day year, as the case may be, and the actual number of days elapsed in such year and using the Comparable Benchmark Yield plus **[percentage]**%. "**Comparable Benchmark Yield**" means the yield at the Redemption Calculation Date on the corresponding [euro denominated benchmark debt security of the Federal Republic of Germany] [UK government Sterling denominated benchmark debt security issued by H.M. Treasury] [Swiss franc denominated benchmark federal bond of the Swiss Confederation] [U.S. dollar denominated benchmark U.S. Treasury debt security], as having a maturity comparable to the remaining term of the Note to **[Maturity Date]**, that would be used at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to **[Maturity Date]**. "**Redemption Calculation Date**" means the third Payment Business Day prior to the Call Redemption Date.]

§ 6

THE FISCAL AGENT[AND] THE PAYING AGENT [AND THE CALCULATION AGENT]

(1) *Appointment; Specified Office.* The initial Fiscal Agent[,] [and] the initial Paying Agent [and the initial Calculation Agent] and their initial specified office[s] shall be:

Fiscal Agent	Deutsche Bank Aktiengesellschaft
and Paying Agent:	Trust & Securities Services
	Große Gallusstraße 10–14
	60272 Frankfurt am Main
	Federal Republic of Germany

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount the following applies

[Calculation Agent: **[name and specified office]**]

The Fiscal Agent[,] [and] the Paying Agent [and the Calculation Agent] reserve the right at any time to change their specified office[s] to some other specified office in the same city.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent [or the Calculation Agent] and to appoint another Fiscal Agent or additional or other Paying Agents [or another Calculation Agent]. The Issuer shall at all times maintain (i) a Fiscal Agent **[in the case of payments in U.S. dollar the following applies:** (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. dollar, a Paying Agent with a specified office in New York City] **[If any Calculation Agent is to be appointed the following applies:** [,] [and] [(iii)] a

Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13. For purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Fiscal Agent[,] [and] the Paying Agent [and the Calculation Agent] act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

In the case of
Notes issued by
BASF the following
applies

[All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

The flat tax (Abgeltungssteuer) which has been in effect in the Federal Republic of Germany since 1 January 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.]

In the case of
Notes issued by
BASF Finance the
following applies

[All amounts payable in respect of the Notes or under the Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of The Netherlands or the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, The Netherlands or the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

The flat tax (Abgeltungssteuer) which has been in effect in the Federal Republic of Germany since 1 January 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.]

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9 EVENTS OF DEFAULT

**In the case of
Notes issued by
BASF the following
applies**

- [(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that
- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
 - (b) the Issuer fails duly to perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
 - (c) any Capital Market Indebtedness (as defined in § 2 subparagraph (2)) or a certificate of indebtedness (with an initial maturity of more than one year) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 75,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any certificate of indebtedness (with an initial maturity of more than one year) or under any guarantees or suretyship given for any Capital Market Indebtedness or a certificate of indebtedness (with an initial maturity of more than one year) of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days of such guarantee or security being invoked, unless the Issuer shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted in respect thereof is enforced on behalf of or by the creditor(s) entitled thereto, or
 - (d) the Issuer announces its inability to meet its financial obligations generally or ceases its payments, or
 - (e) a court opens insolvency proceedings against the Issuer; such proceedings are

instituted and have not been discharged or stayed within 60 days, or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or

- (f) the Issuer ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes likely that the Issuer may not fulfil its payment obligations against the Holders, or
- (g) the Issuer goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganisation and such other or new company assumes all obligations contracted by the Issuer in connection with the Notes.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent.]

**In the case of
Notes issued by
BASF Finance the
following applies**

[(1) *Events of default*. Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2 subparagraph (2)) or a certificate of indebtedness (with an initial maturity of more than one year) of the Issuer or the Guarantor becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer or the Guarantor fails to fulfil any payment obligation in excess of EUR 75,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any certificate of indebtedness or under any guarantees or suretyship given for any Capital Market Indebtedness or a certificate of indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days of such guarantee or security being invoked, unless the Issuer or the Guarantor shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted in respect thereof is enforced on behalf of or by the creditor(s) entitled thereto, or
- (d) the Issuer or the Guarantor announces its inability to meet its financial obligations generally or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Guarantor; such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer or the Guarantor applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or the Issuer applies for a "*surseance van betaling*" (within the meaning of The Bankruptcy Act of The Netherlands), or
- (f) the Issuer or the Guarantor ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes

likely that the Issuer or the Guarantor may not fulfil its payment obligations against the Holders, or

- (g) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganisation and such other or new company assumes all obligations contracted by the Issuer or the Guarantor, in connection with the Notes; or
- (h) the Guarantee ceases to be valid and legally binding for any reason whatsoever.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (h) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent.]

§ 10 SUBSTITUTION

In the case of Notes issued by BASF the following applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

In the case of Notes issued by BASF Finance the following applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer either the Guarantor or any Affiliate (as defined below) of the Guarantor as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

In the case of Notes issued by BASF the following applies

[(d) it is guaranteed that the obligations of the Issuer from the Guarantee and the Negative Pledge of the Debt Issuance Programme of the Issuer apply also to the Notes of the Substitute Debtor; and]

In the case of Notes issued by BASF Finance the following applies

[(d) it is guaranteed that the obligations of the Guarantor from the Guarantee and the Negative Pledge of the Debt Issuance Programme of the Issuer apply also to the Notes of the Substitute Debtor; and]

- (e) there shall have been delivered to the Fiscal Agent for each jurisdiction affected one opinion of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbunden*

Unternehmen) within the meaning of § 15 German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice*. Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References*. In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In the case of
Notes issued by
BASF the following
applies:

[(a) in § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;

(b) in § 9(1)(c) to (g) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

In the case of
Notes issued by
BASF Finance the
following applies:

[In § 7 and § 5(2) an alternative reference to The Netherlands shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

§ 11

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

(1) *Amendment of the Terms and Conditions*. In accordance with the German Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG"*) the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority*. Resolutions shall be passed by a majority of not less than 75% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a meeting*. All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4, sentence 2 of the SchVG.

(4) *Chair of the vote*. The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights*. Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holdings' Representative*.

If no Holders'
Representative is
designated in the
Conditions the
following applies

[The Holders may by majority resolution appoint a common representative (the "**Holdings' Representative**") to exercise the Holders' rights on behalf of each Holder.]

If the Holders'
Representative is
appointed in the
Conditions the
following applies

[The common representative (the "**Holdings' Representative**") shall be **[Holder's Representative]**. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

In the case of Notes issued by BASF Finance the following applies

[(7) *Amendment of the Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of BASF.]

§ 12

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 13

NOTICES

In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange the following applies

[(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted the following applies

(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(3) *Form of Notice.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered by hand or registered mail together with an evidence of the Holder's entitlement in accordance with § 14[(4)] to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 14

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

In the case of
Notes issued by
BASF Finance the
following applies

[(3) *Appointment of Authorised Agent.* For any Proceedings before German courts, the Issuer appoints BASF SE, Carl-Bosch-Straße 38, 67056 Ludwigshafen am Rhein, Federal Republic of Germany as its authorised agent for service of process in the Federal Republic of Germany.]

[(4) *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15

LANGUAGE

If the Conditions
shall be in the
German language
with an English
language
translation the
following applies

[These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

If the Conditions
shall be in the
English language
with a German
language
translation the
following applies

[These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

If the Conditions
shall be in the
English language
only the following
applies

[These Terms and Conditions are written in the English language only.]

In the case of
Notes that are
publicly offered, in
whole or in part, in
Germany or
distributed, in
whole or in part, to
non-qualified
investors in
Germany with
English language

[*Eine deutsche Übersetzung der Anleihebedingungen wird bei der BASF SE, Carl-Bosch-Straße 38, 67056 Ludwigshafen am Rhein, Bundesrepublik Deutschland, zur kostenlosen Ausgabe bereitgehalten.*]

Conditions the
following applies |

OPTION II – Terms and Conditions that apply to Notes with floating interest rates

**TERMS AND CONDITIONS OF THE NOTES
ENGLISH LANGUAGE VERSION**

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This Series of Notes (the "**Notes**") of [BASF SE] [BASF Finance Europe N.V.] ([**"BASF"**][**"BASF Finance"**] or the "**Issuer**") is being issued in [**Specified Currency**] (the "**Specified Currency**") in the aggregate principal amount [**in the case the global note is an NGN the following applies:** , subject to § 1(4),] of [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**specified denomination**] (the "**Specified Denomination**").

(2) *Form.* The Notes are being issued in bearer form.

(3) *Temporary Global Note – Exchange.*

(a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date 40 days after the date of issue of the Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).

(4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System "**Clearing System**" means [**If more than one Clearing System the following applies:** each of] the following: [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Federal Republic of Germany, ("**CBF**")] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg, ("**CBL**")] [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium, ("**Euroclear**")] [(CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**") and any successor in such capacity.

**In the case of
Notes kept in
custody on behalf
of the ICSDs and
the global note is
an NGN the
following applies**

[The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the global note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a statement issued by a ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the

Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.]

In the case of Notes kept in custody on behalf of the ICSDs and the global note is a CGN the following applies

[The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depository on behalf of both ICSDs.]

(5) *Holder of Notes*. "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

(6) *Referenced Conditions*. The Terms and Conditions fully refer to the provisions set out in Schedule 5 of the Amended and Restated Fiscal Agency Agreement dated 14 September 2012 (the "**Agency Agreement**") between BASF, BASF Finance and Deutsche Bank Aktiengesellschaft acting as Fiscal Agent and Paying Agent (on display under www.bourse.lu) containing primarily the procedural provisions regarding resolutions of Holders.

§ 2

STATUS, NEGATIVE PLEDGE OF THE ISSUER[, GUARANTEE AND NEGATIVE PLEDGE OF THE GUARANTOR]

(1) *Status*. The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge*. The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and rateably in such security or such other security as shall be approved by an independent accounting firm of internationally recognised standing as being equivalent security.

"**Capital Market Indebtedness**" means any obligation for the repayment of borrowed money which is in the form of, or represented or evidenced by, bonds, notes or other securities, with an original maturity of more than one year, which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognised securities market.

In the case of Notes issued by BASF Finance the following applies

[(3) *Guarantee and Negative Pledge of the Guarantor*. BASF (the "**Guarantor**") has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Negative Pledge**"), so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness (as defined above) or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and ratably in such security as shall be approved by an independent accounting firm of internationally recognised standing as being equivalent security. The Guarantee and Negative Pledge constitute a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 German Civil

Code (*Bürgerliches Gesetzbuch, BGB*), giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor.]

§ 3 INTEREST

(1) *Interest Payment Dates.*

(a) The Notes bear interest on their aggregate principal amount from (and including) **[Interest Commencement Date]** (the "**Interest Commencement Date**") to (but excluding) the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date. Interest on the Notes shall be payable on each Interest Payment Date.

(b) "**Interest Payment Date**" means

In the case of Specified Interest Payment Dates the following applies

[each **[Specified Interest Payment Dates]**.]

In the case of Specified Interest Periods the following applies

[each date which (except as otherwise provided in these Terms and Conditions) falls **[number]** [weeks] [months] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

(c) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be:

In the case of the Modified Following Business Day Convention the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.]

In the case of the FRN Convention the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls **[number]** months after the preceding applicable Interest Payment Date.]

In the case of the Following Business Day Convention the following applies

[postponed to the next day which is a Business Day.]

(d) "**Business Day**" means

In the case the Specified Currency is not EUR the following applies

[a day which is a day (other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in **[relevant financial centre(s)]**]. [and]

In the case the Clearing System and TARGET shall be open the following applies

[a day on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") are open to effect payments.]

In the case the offered quotation for deposits in the Specified Currency is EURIBOR the following applies

[(2) *Rate of Interest.* The rate of interest (the "**Rate of Interest**") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11:00 a. m. (Brussels time) on the Interest Determination Date (as defined below) **[[plus] [minus]** the Margin (as defined below)], all as determined by the Calculation Agent.

"Interest Period" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date (and including) to the following Interest Payment Date (but excluding).

"Interest Determination Date" means the second TARGET Business Day prior to the commencement of the relevant Interest Period. **"TARGET Business Day"** means a day on which all relevant parts of TARGET (Trans-European Automated Real-time Gross Settlement Express Transfer System 2) are open to effect payments.

"Margin" means [●] % *per annum*.]

"Screen Page" means Reuters screen page EURIBOR01 or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.

If the Screen Page is not available or no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period and in a representative amount to prime banks in the interbank market in the Euro-Zone at approximately 11.00 a. m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations [[plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the interbank market in the Euro-Zone, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks [[plus] [minus] the Margin].

"Euro-Zone" means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992), the Amsterdam Treaty of 2 October 1997 and the Treaty of Lisbon of 13 December 2007, as further amended from time to time.

"representative amount" means an amount that is representative for a single transaction in the relevant market at the relevant time.

As used herein, **"Reference Banks"** means four major banks in the interbank market in the Euro-Zone.]

In the case the offered quotation for deposits in the Specified Currency is LIBOR the following applies

[(2) *Rate of Interest*. The rate of interest (the **"Rate of Interest"**) for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11:00 a. m. (London time) on the Interest Determination Date (as defined below) [[plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent.

"Interest Period" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date (and including) to the following Interest Payment Date (but excluding).

"Interest Determination Date" means the [first] [second] [relevant financial

centre(s)] Business Day [prior to the commencement] of the relevant Interest Period. "[relevant financial centre(s)] Business Day" means a day which is a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in [relevant financial centre(s)].

["Margin" means [●] % per annum.]

"Screen Page" means Reuters screen page LIBOR01 or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.

If the Screen Page is not available or no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period and in a representative amount to prime banks in the London interbank market at approximately 11.00 a. m. (London time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of such offered quotations **[[plus] [minus] the Margin]**, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11.00 a.m. (London time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks **[[plus] [minus] the Margin]**.

"representative amount" means an amount that is representative for a single transaction in the relevant market at the relevant time.

As used herein, **"Reference Banks"** means four major banks in the London interbank market.]

(3) *Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, calculate the amount of interest (the **"Interest Amount"**) payable on the Notes in respect of the Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the Specified Denomination and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

(4) *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer **[in the case of Notes issued by BASF Finance the following applies:** and the Guarantor] and to the Holders in accordance with § 13 as soon as possible after their determination, but in no event later than the fourth **[TARGET] [relevant financial centre(s)] Business Day** (as defined in § 3(2)) thereafter and if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are then listed, if the rules of such stock exchange so require, and to the Holders in accordance with § 13.

(5) *Determinations Binding.* All certificates, communications, opinions, determinations,

calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agent and the Holders.

(6) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until actual redemption of the Notes. The applicable Rate of Interest will be the default rate of interest established by law.⁽¹⁾

(7) *Day Count Fraction.* "**Day Count Fraction**" means with regard to the calculation of interest on any Note for any period of time (the "**Calculation Period**"):

In the case of Actual/365 (Fixed) the following applies

[the actual number of days in the Calculation Period divided by 365.]

In the case of Actual/360 the following applies

[the actual number of days in the Calculation Period divided by 360.]

§ 4 PAYMENTS

(1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

(b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is a Business Day.

(5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main, Federal Republic of Germany, principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

⁽¹⁾ The default rate of interest established by law is five percentage points above the basic rate of interest published by *Deutsche Bundesbank* from time to time; §§ 288 paragraph 1, 247 paragraph 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

§ 5
REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in **[Redemption Month]** (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

In the case of Notes issued by BASF the following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.]

In the case of Notes issued by BASF Finance the following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer or the Guarantor is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer or the Guarantor, as the case may be, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.]

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption for Reasons of a Change of Control the following applies

[(3) *Change of Control.* If there occurs a Change of Control and within the Change of Control Period a Rating Downgrade in respect of that Change of Control occurs (together called a "**Put Event**"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5(2)) to require the Issuer to redeem that Note on the Optional Redemption Date at its principal amount together with interest accrued to but excluding the Optional Redemption Date.

For the purposes of such option:

"**Rating Agency**" means each of the rating agencies of Standard and Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("**S&P**") and Moody's

Investors Services ("**Moody's**") or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by BASF;

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control if within the Change of Control Period any rating previously assigned to BASF or the Notes by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB- by S&P/Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P/Ba1 by Moody's, or its equivalent for the time being, or worse);

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the board of executive directors or supervisory board of BASF) that any person or persons ("**Relevant Person(s)**") acting in concert (as defined in § 30 (2) of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*)) or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly acquire(s) or come(s) to own such number of the shares in the capital of BASF carrying more than 50% of the voting rights;

"**Change of Control Period**" means the period ending 120 days after the occurrence of the Change of Control; and

The "**Optional Redemption Date**" is the fifteenth day after the last day of the Put Period.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with § 13 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this § 5(3).

In order to exercise such option, the Holder must submit during normal business hours at the specified office of the Fiscal Agent a duly completed option exercise notice ("**Exercise Notice**") in the form available from the specified office of the Fiscal Agent within the period (the "**Put Period**") of 45 days after a Put Event Notice is given. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer.]

If the Notes are subject to Early Redemption at the Option of the Issuer at Final Redemption Amount the following applies

[[**(4)**] *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Interest Payment Date following [number] years after the Interest Commencement Date and on each Interest Payment Date thereafter (each a "**Call Redemption Date**") at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date.
- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the Call Redemption Date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

§ 6

THE FISCAL AGENT, THE PAYING AGENT AND THE CALCULATION AGENT

(1) *Appointment; Specified Office.* The initial Fiscal Agent, the initial Paying Agent and the initial Calculation Agent and their initial specified offices shall be:

Fiscal Agent and Paying Agent: Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Große Gallusstraße 10–14
60272 Frankfurt am Main
Federal Republic of Germany

Calculation Agent: **[name and specified office]**

The Fiscal Agent, the Paying Agent and the Calculation Agent reserves the right at any time to change their specified offices to some other specified office in the same city.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent or the Calculation Agent and to appoint another Fiscal Agent or additional or other Paying Agents or another Calculation Agent. The Issuer shall at all times maintain (i) a Fiscal Agent **[in the case of payments in U.S. dollar the following applies:** (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. dollar, a Paying Agent with a specified office in New York City] and **[(iii)]** a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13. For purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Fiscal Agent, the Paying Agent and the Calculation Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

In the case of
Notes issued by
BASF the following
applies

[All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than

30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

The flat tax (Abgeltungssteuer) which has been in effect in the Federal Republic of Germany since 1 January 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.]

In the case of
Notes issued by
BASF Finance the
following applies

[All amounts payable in respect of the Notes or under the Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of The Netherlands or the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, The Netherlands or the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

The flat tax (Abgeltungssteuer) which has been in effect in the Federal Republic of Germany since 1 January 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.]

§ 8

PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9

EVENTS OF DEFAULT

In the case of
Notes issued by
BASF the following
applies

[(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Fiscal Agent

has received notice thereof from a Holder, or

- (c) any Capital Market Indebtedness (as defined in § 2 subparagraph (2)) or a certificate of indebtedness (with an initial maturity of more than one year) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 75,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any certificate of indebtedness or under any guarantees or suretyship given for any Capital Market Indebtedness or a certificate of indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days of such guarantee or security being invoked, unless the Issuer shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted in respect thereof is enforced on behalf of or by the creditor(s) entitled thereto, or
- (d) the Issuer announces its inability to meet its financial obligations generally or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer; such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or
- (f) the Issuer ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes likely that the Issuer may not fulfil its payment obligations against the Holders, or
- (g) the Issuer goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganisation and such other or new company assumes all obligations contracted by the Issuer in connection with the Notes.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum.* In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent.]

**In the case of
Notes issued by
BASF Finance the
following applies**

[(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2 subparagraph (2)) or a certificate of indebtedness (with an initial maturity of more than one year) of the Issuer or the Guarantor becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer or the Guarantor fails to fulfil any payment obligation in excess of EUR 75,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any certificate of indebtedness (with an initial maturity of more than one year) or under any guarantees or suretyship given for any Capital Market Indebtedness or a certificate of indebtedness (with an initial

maturity of more than one year) of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days of such guarantee or security being invoked, unless the Issuer or the Guarantor shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted in respect thereof is enforced on behalf of or by the creditor(s) entitled thereto, or

- (d) the Issuer or the Guarantor announces its inability to meet its financial obligations generally or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Guarantor; such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer or the Guarantor applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or the Issuer applies for a "*surseance van betaling*" (within the meaning of The Bankruptcy Act of The Netherlands), or
- (f) the Issuer or the Guarantor ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes likely that the Issuer or the Guarantor may not fulfil its payment obligations against the Holders, or
- (g) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganisation and such other or new company assumes all obligations contracted by the Issuer or the Guarantor, in connection with the Notes; or
- (h) the Guarantee ceases to be valid and legally binding for any reason whatsoever.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (h) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent.]

§ 10 SUBSTITUTION

In the case of
Notes issued by
BASF the following
applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

In the case of
Notes issued by
BASF Finance the
following applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer either the Guarantor or any Affiliate (as defined below) of the Guarantor as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;

In the case of
Notes issued by
BASF the following
applies

(c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

[(d)it is guaranteed that the obligations of the Issuer from the Guarantee and the Negative Pledge of the Debt Issuance Programme of the Issuer apply also to the Notes of the Substitute Debtor; and]

In the case of
Notes issued by
BASF Finance the
following applies

[(d)it is guaranteed that the obligations of the Guarantor from the Guarantee and the Negative Pledge of the Debt Issuance Programme of the Issuer apply also to the Notes of the Substitute Debtor; and]

(e) there shall have been delivered to the Fiscal Agent for each jurisdiction affected one opinion of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenen Unternehmen*) within the meaning of § 15 German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice*. Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References*. In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In the case of
Notes issued by
BASF the following
applies:

[(a)in § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;

(b) in § 9(1)(c) to (g) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

In the case of
Notes issued by
BASF Finance the
following applies:

[In § 7 and § 5(2) an alternative reference to The Netherlands shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

§ 11

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

(1) *Amendment of the Terms and Conditions*. In accordance with the German Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG"*) the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority*. Resolutions shall be passed by a majority of not less than 75% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a meeting*. All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4, sentence 2 of the SchVG.

(4) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holdings' Representative.*

If no Holders' Representative is designated in the Conditions the following applies

[The Holders may by majority resolution appoint a common representative (the "**Holdings' Representative**") to exercise the Holders' rights on behalf of each Holder.]

If the Holders' Representative is appointed in the Conditions the following applies

[The common representative (the "**Holdings' Representative**") shall be **[Holder's Representative]**. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted willfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

In the case of Notes issued by BASF Finance the following applies

[(7) *Amendment of the Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of BASF.]

§ 12

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 13

NOTICES

In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange the following applies

[(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System

for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted the following applies

(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(3)] *Form of Notice.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered by hand or registered mail together with an evidence of the Holder's entitlement in accordance with § 14[(4)] to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 14

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

In the case of Notes issued by BASF Finance the following applies

[(3)] *Appointment of Authorised Agent.* For any Proceedings before German courts, the Issuer appoints BASF SE, Carl-Bosch-Straße 38, 67056 Ludwigshafen am Rhein, Federal Republic of Germany as its authorised agent for service of process in the Federal Republic of Germany.]

[(4)] *Enforcement.* Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15

LANGUAGE

If the Conditions shall be in the German language with an English language translation the following applies

[These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

If the Conditions shall be in the English language

[These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The

with a German language translation the following applies

German language translation is provided for convenience only.]

If the Conditions shall be in the English language only the following applies

[These Terms and Conditions are written in the English language only.]

In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-qualified investors in Germany with English language Conditions the following applies

[Eine deutsche Übersetzung der Anleihebedingungen wird bei der BASF SE, Carl-Bosch-Straße 38, 67056 Ludwigshafen am Rhein, Bundesrepublik Deutschland, zur kostenlosen Ausgabe bereitgehalten.]

TERMS AND CONDITIONS OF THE NOTES GERMAN LANGUAGE VERSION

(DEUTSCHE FASSUNG DER ANLEIHEBEDINGUNGEN)

Einführung

Die Anleihebedingungen für die Schuldverschreibungen (die "**Anleihebedingungen**") sind nachfolgend in zwei Optionen aufgeführt:

Option I umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

Option II umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

Der Satz von Anleihebedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen entweder links von dem Satz der Anleihebedingungen oder in eckigen Klammern innerhalb des Satzes der Anleihebedingungen bezeichnet wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, welche der Option I oder Option II (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) für die einzelne Emission von Schuldverschreibungen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit weder die Emittentin noch die Garantin zum Zeitpunkt der Billigung des Prospektes Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind, enthält dieser Prospekt Leerstellen in eckigen Klammern, die die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

Im Fall, dass die Endgültigen Bedingungen, die für eine einzelne Emission anwendbar sind, nur auf die weiteren Optionen verweisen, die im Satz der Anleihebedingungen der Option I oder Option II enthalten sind, ist folgendes anwendbar

[Die Bestimmungen dieser Anleihebedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die "**Endgültigen Bedingungen**") vervollständigt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; alternative oder wählbare Bestimmungen dieser Anleihebedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Anleihebedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Anleihebedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Anleihebedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent und bei der Hauptgeschäftsstelle der Emittentin erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

OPTION I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung

ANLEIHEBEDINGUNGEN DER SCHULDVERSCHREIBUNGEN DEUTSCHSPRACHIGE FASSUNG

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der [BASF SE] [BASF Finance Europe N.V.]

(["BASF"]["BASF Finance"] oder die "Emittentin") wird in [festgelegte Wahrung] (die "festgelegte Wahrung") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar: (vorbehaltlich § 1 Absatz (4))] von [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) in einer Stuckelung von [festgelegte Stuckelung] (die "festgelegte Stuckelung") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

(3) *Vorlaufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfanglich durch eine vorlaufige Globalurkunde (die "**vorlaufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorlaufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stuckelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorlaufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgema bevollmachtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorlaufige Globalurkunde wird fruhestens an einem Tag gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Begebung der durch die vorlaufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gema U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentumer der durch die vorlaufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen ber solche Finanzinstitute halten). Zinszahlungen auf durch eine vorlaufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist fr jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorlaufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorlaufige Globalurkunde gema diesem Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch fr die vorlaufige Globalurkunde geliefert werden, drfen nur auerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.

(4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von einem oder fr ein Clearing Systems verwahrt. "**Clearing System**" bedeutet [Bei mehr als einem Clearing System ist folgendes anwendbar: jeweils] folgendes: [Clearstream Banking AG, Neue Brsenstrae 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland, ("**CBF**") [Clearstream Banking, socit anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Groherzogtum Luxemburg, ("**CBL**") [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgien, ("**Euroclear**") [(CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") sowie jeder Funktionsnachfolger.

[Die Schuldverschreibungen werden in Form einer *New Global Note* ("**NGN**") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD fr seine Kunden ber den Betrag ihres Anteils an den Schuldverschreibungen fhrt) sind mageblicher Nachweis des Gesamtnennbetrages der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine fr zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbrieften Schuldverschreibungen ist magebliche Bescheinigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder Zahlung einer Rckzahlungsrate oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rckzahlung, Zahlung oder des Kaufs und der Entwertung bezglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine NGN ist, ist folgendes anwendbar

der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine CGN ist, ist folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer *Classical Global Note* ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

(6) *In Bezug genommene Bedingungen*. Die Bestimmungen gemäß Schedule 5 des geänderten und neugefassten Fiscal Agency Agreement vom 14. September 2012 (das "**Agency Agreement**") zwischen BASF, BASF Finance und Deutsche Bank Aktiengesellschaft als Fiscal Agent sowie als Zahlstelle (einsehbar unter www.bourse.lu), die überwiegend das für Gläubigerversammlungen oder Abstimmungen der Gläubiger ohne Versammlung zu wählende Verfahren betreffen, sind in vollem Umfang durch diese Anleihebedingungen in Bezug genommen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG[, GARANTIE UND NEGATIVVERPFLICHTUNG DER GARANTIN]

(1) *Status*. Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung*. Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang an solchen Sicherheiten oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

"**Kapitalmarktverbindlichkeit**" bezeichnet jede Verbindlichkeit hinsichtlich der Rückzahlung aufgenommener Geldbeträge, die durch Schuldverschreibungen oder sonstige Wertpapiere mit einer ursprünglichen Laufzeit von mehr als einem Jahr, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft oder verkörpert ist.

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(3) *Garantie und Negativverpflichtung der Garantin*. BASF (die "**Garantin**") hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Negativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten (wie vorstehend definiert) und keine Garantien oder andere Gewährleistungen dafür durch

Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern oder eine solche Besicherung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. Die Garantie und die Negativverpflichtung stellen einen Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegen die Garantin durchzusetzen.]

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag verzinst, und zwar vom **[Verzinsungsbeginn]** (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit jährlich **[Zinssatz]**%. Die Zinsen sind nachträglich am **[Festzinstermine]** eines jeden Jahres zahlbar (jeweils ein "Zinszahlungstag"). Die erste Zinszahlung erfolgt am **[erster Zinszahlungstag]** **[Sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, ist folgendes anwendbar: und beläuft sich auf [anfänglicher Bruchteilzinsbetrag je festgelegte Stückelung].] [Sofern der Fälligkeitstag kein Festzinstermine ist, ist folgendes anwendbar: Die Zinsen für den Zeitraum vom [letzter dem Fälligkeitstag vorausgehender Festzinstermine] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [abschließenden Bruchteilzinsbetrag je festgelegte Stückelung].]**

(2) *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen.⁽¹⁾

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

Im Fall von Actual/Actual (ICMA) mit nur einer Zinsperiode innerhalb eines Zinsjahres (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons) ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, geteilt durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

Im Fall von Actual/Actual (ICMA) mit jährlichen Zinszahlungen (einschließlich dem Fall eines ersten oder letzten kurzen Kupons) ist folgendes anwendbar

[die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch die Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt.]

⁽¹⁾ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

Im Fall von Actual/Actual (ICMA) mit zwei oder mehr gleichbleibenden Zinsperioden (einschließlich dem Fall eines ersten oder letzten kurzen Kupons) innerhalb eines Zinsjahres ist folgendes anwendbar

[die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt aus (1) der Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt und (2) der Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären.]

Im Fall von Actual/Actual (ICMA) und wenn der Zinsberechnungszeitraum länger ist als eine Bezugsperiode (langer Kupon) ist folgendes anwendbar

[die Summe aus:

- (a) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** das Produkt aus (x) [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** und (y) der Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und
- (b) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** das Produkt aus (x) [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** und (y) der Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].

Folgendes gilt für alle Optionen von Actual/Actual (ICMA) anwendbar außer Option Actual/Actual (ICMA) mit jährlichen Zinszahlungen (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons)

["**Bezugsperiode**" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[Im Fall eines ersten oder letzten kurzen Zinsberechnungszeitraumes ist folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gilt der **[Fiktive Zinszahlungstag]** als Zinszahlungstag.] **[Im Fall eines ersten oder letzten langen Zinsberechnungszeitraumes ist folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gelten der **[Fiktiver Zinszahlungstag]** als Zinszahlungstage].]

Im Fall von von 30/360, 360/360 oder Bond Basis

[die Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monates, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, in welchem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage verkürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

Im Fall von von 30E/360 oder Eurobond Basis

[die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes).]

§ 4 ZAHLUNGEN

(1) (a) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

(b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag,

Bei nicht auf EUR lautenden Schuldverschreibungen, ist folgendes anwendbar

[der ein Tag (außer einem Samstag oder Sonntag) ist, an dem Geschäftsbanken und Devisenmärkte Zahlungen in **[relevante(s) Finanzzentrum(en)]** abwickeln[.][und]

Im Fall, dass das Clearingsystem und TARGET offen sein sollen, ist folgendes anwendbar

[der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") offen sind, um Zahlungen abzuwickeln.]

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzahlen, ist folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen;] **[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main, Bundesrepublik Deutschland, Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am **[Fälligkeitstag]** (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibung.

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 Tagen und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 Tagen und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin oder die Garantin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder der Niederlande oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin oder der Garantin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin oder die Garantin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die

Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.]

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

Falls die Gläubiger das Wahlrecht haben, die Schuldverschreibungen vorzeitig aufgrund eines Kontrollwechsels zu kündigen, ist folgendes anwendbar

[(3) *Kontrollwechsel*. Tritt ein Kontrollwechsel ein und kommt es innerhalb des Kontrollwechselzeitraums zu einer Absenkung des Ratings auf Grund des Kontrollwechsels (zusammen, ein "**Rückzahlungsereignis**"), hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Rückzahlungsmittelung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz (2) angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag, zuzüglich aufgelaufener Zinsen bis zum Rückzahlungstag (ausschließlich), zu verlangen.

Für Zwecke dieses Wahlrechts:

Bedeutet "**Ratingagentur**" jede Ratingagentur von Standard and Poor's Rating Services, eine Abteilung von The McGraw-Hill Companies, Inc. ("**S&P**") und Moody's Investors Services ("**Moody's**") oder eine ihrer jeweiligen Nachfolgegesellschaften oder jede andere von BASF von Zeit zu Zeit bestimmte Ratingagentur vergleichbaren internationalen Ansehens;

Gilt eine "**Absenkung des Ratings**" in Bezug auf einen Kontrollwechsel als eingetreten, wenn innerhalb des Kontrollwechselzeitraums ein vorher für BASF oder die Schuldverschreibungen vergebenes Rating einer Ratingagentur (i) zurückgezogen oder (ii) von einem Investment Grade Rating (BBB- von S&P/Baa3 von Moody's oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P/Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert wird;

Gilt ein "**Kontrollwechsel**" jedes Mal als eingetreten, wenn eine Person oder mehrere Personen (die "**relevante(n) Person(en)**"), die im Sinne von § 30 Absatz 2 des Wertpapiererwerbs- und Übernahmegesetzes (WpÜG) abgestimmt handeln, oder ein oder mehrere Dritte(r), die im Auftrag der relevanten Person(en) handeln, zu irgendeiner Zeit mittelbar oder unmittelbar (unabhängig davon, ob der Vorstand oder der Aufsichtsrat der BASF seine Zustimmung erteilt hat) eine solche Anzahl von Aktien der BASF hält bzw. halten oder erworben hat bzw. haben, auf die mehr als 50% der Stimmrechte entfallen;

Ist der "**Kontrollwechselzeitraum**" der Zeitraum, der 120 Tage nach dem Eintritt eines Kontrollwechsels endet; und

Ist der "**Rückzahlungstag**" der fünfzehnte Tag nach dem letzten Tag des Ausübungszeitraums.

Sofort nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird sie den Gläubigern gemäß § 13 Mitteilung vom Rückzahlungsereignis machen (eine "**Rückzahlungsmittelung**"), in der die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in diesem § 5 Absatz (3) genannten Wahlrechts angegeben sind.

Zur Ausübung dieses Wahlrechts muss der Gläubiger während der normalen Geschäftsstunden innerhalb eines Zeitraums (der "**Ausübungszeitraum**") von 45 Tagen nachdem die Rückzahlungsmittelung veröffentlicht ist eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung bei der angegebenen Niederlassung des Fiscal Agent einreichen (die "**Ausübungserklärung**"), die in ihrer jeweils maßgeblichen Form bei der angegebenen Niederlassung des Fiscal Agent erhältlich ist. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen

[[(4) *Vorzeitige Rückzahlung nach Wahl der Emittentin*.

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-

vorzeitig zu festgelegten Wahlrückzahlungsbeträgen (Call) zurückzahlen, ist folgendes anwendbar

Rückzahlungstag(en) (Call) oder jederzeit danach bis zum jeweils nachfolgenden Wahl-Rückzahlungstag (ausschließlich) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Call), wie nachstehend angegeben, nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

Wahl-Rückzahlungstag(e) (Call)	Wahl-Rückzahlungsbetrag/beträge (Call)
[Wahl-Rückzahlungstag(e)]	[Wahl-Rückzahlungsbetrag/beträge]
[_____]	[_____]
[_____]	[_____]

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz [(6)] dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:
- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
 - (iii) den Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
 - (iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzahlen, ist folgendes anwendbar

[[(5)] Vorzeitige Rückzahlung nach Wahl der Emittentin.

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen jederzeit insgesamt oder teilweise (jeweils ein "**Wahl-Rückzahlungstag (Call)**") zum vorzeitigen Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz [(6)] dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:
- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und

(iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]

Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar

[[6)] *Vorzeitige Rückzahlung nach Wahl des Gläubigers.*

- (a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den Wahl-Rückzahlungstag(en) (Put) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Wahl-Rückzahlungstag(e) (Put)	Wahl-Rückzahlungsbetrag/beträge (Put)
[Wahl-Rückzahlungstag(e)]	[Wahl-Rückzahlungsbetrag/beträge]
[_____]	[_____]
[_____]	[_____]

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 5 verlangt hat.

- (b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als 30 Tage und nicht mehr als 60 Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle des Fiscal Agent eine schriftliche Mitteilung zur vorzeitigen Rückzahlung ("**Ausübungserklärung**") zu schicken. Falls die Ausübungserklärung nach 17:00 Uhr Frankfurter Zeit am 30. Zahltag vor dem Wahl-Rückzahlungstag (Put) eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird und (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben). Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen des Fiscal Agent in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

[[7)] *Vorzeitiger Rückzahlungsbetrag.* [(a)] Für die Zwecke des Absatzes (2) dieses § 5, entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag.

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzuzahlen, ist folgendes anwendbar

[(b)] Für die Zwecke des Absatzes [(5)] dieses § 5 entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung (i) dem Rückzahlungsbetrag oder (ii), falls höher, dem abgezinnten Marktwert der Schuldverschreibung. Der abgezinnte Marktwert einer Schuldverschreibung wird von der Berechnungsstelle errechnet und entspricht dem abgezinnten Wert der Summe des Nennbetrages der Schuldverschreibung und der verbleibenden Zinszahlungen bis zum **[Fälligkeitstag]**. Der abgezinnte Wert wird von der Berechnungsstelle errechnet, indem der Nennbetrag der Schuldverschreibung und die verbleibenden Zinszahlungen bis zum **[Fälligkeitstag]** auf einer jährlichen Basis, bei Annahme eines 365-Tage Jahres bzw. eines 366-Tages Jahres und der tatsächlichen Anzahl von Tagen, die einem solchen Jahr abgelaufen sind, unter Anwendung der Vergleichbaren Benchmark Rendite zuzüglich **[Prozentsatz]**% abgezinst werden. Die "**Vergleichbare Benchmark Rendite**" bezeichnet die am Rückzahlungs-Berechnungstag bestehende Rendite der entsprechenden **[Euro-Referenz-Anleihe der Bundesrepublik Deutschland]** **[durch HM**

Treasury begebenen Sterling-Referenzanleihe des Vereinigten Königreichs] [Schweizer Franken-Referenz-Bundesanleihe der Schweizerischen Eidgenossenschaft] [Referenz-U.S. Staatsanleihe (*US Treasury debt security*) in U.S. Dollar] mit einer Laufzeit, die mit der verbleibenden Laufzeit der Schuldverschreibung bis zum **[Fälligkeitstag]** vergleichbar ist, und die im Zeitpunkt der Auswahlentscheidung und entsprechend der üblichen Finanzmarktpraxis zur Preisbestimmung bei Neuemissionen von Unternehmensanleihen mit einer bis zum **[Fälligkeitstag]** der Schuldverschreibung vergleichbaren Laufzeit verwendet werden würde. "**Rückzahlungs-Berechnungstag**" ist der dritte Zahltag vor dem jeweiligen Wahl-Rückzahlungstag (Call).]

§ 6

DER FISCAL AGENT[,] [UND] DIE ZAHLSTELLE [UND DIE BERECHNUNGSSTELLE]

(1) *Bestellung; bezeichnete Geschäftsstelle.* Der anfänglich bestellte Fiscal Agent[,] [und] die anfänglich bestellte Zahlstelle [und die anfänglich bestellte Berechnungsstelle] und deren bezeichnete Geschäftsstellen lauten wie folgt:

Fiscal Agent	Deutsche Bank Aktiengesellschaft
und Zahlstelle:	Trust & Securities Services
	Große Gallusstraße 10–14
	60272 Frankfurt am Main
	Bundesrepublik Deutschland

[Berechnungsstelle:] **[Namen und bezeichnete Geschäftsstelle]**

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzahlen, ist folgendes anwendbar

Der Fiscal Agent [,] [und] die Zahlstelle [und die Berechnungsstelle] behalten sich das Recht vor, jederzeit ihre bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agents oder einer Zahlstelle [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) einen Fiscal Agent unterhalten **[Im Fall von Zahlungen in U.S. Dollar ist folgendes anwendbar:**; (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S. Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] **[Falls eine Berechnungsstelle bestellt werden soll, ist folgendes anwendbar:** [,] [und] [(iii)] eine Berechnungsstelle unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 Tage und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent[,] [und] die Zahlstelle [und die Berechnungsstelle] handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungssteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen oder unter der Garantie zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in den Niederlanden oder der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in den Niederlanden oder der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu den Niederlanden oder der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in den Niederlanden oder der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Niederlande oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungssteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.]

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

Im Fall von Schuldverschreibungen, die von

BASF begeben werden, ist

folgendes anwendbar

[(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz (2) definiert) oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechtleistung des dieser Kapitalmarktverbindlichkeit oder des Schuldscheindarlehens (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) zugrunde liegenden Vertrages, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 75.000.000 aus einer Kapitalmarktverbindlichkeit oder einem Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) oder aufgrund einer Bürgschaft oder Garantie, die für die Kapitalmarktverbindlichkeit oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn, die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus

berechtigten Gläubiger(n) in Anspruch genommen wird; oder

- (d) die Emittentin ihre Zahlungsunfähigkeit allgemein bekanntgibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger anbietet oder trifft; oder
- (f) die Emittentin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräußert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann; oder
- (g) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.]

Im Fall von Schuldverschreibungen, die von

BASF Finance begeben werden,

ist folgendes anwendbar

[(1) *Kündigungsgründe*. Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz (2) definiert) oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) der Emittentin oder der Garantin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechtleistung des dieser Kapitalmarktverbindlichkeit oder des Schuldscheindarlehens zugrunde liegenden Vertrages, oder die Emittentin oder die Garantin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 75.000.000 aus einer Kapitalmarktverbindlichkeit oder einem Schuldscheindarlehen oder aufgrund einer Bürgschaft oder Garantie, die für die Kapitalmarktverbindlichkeit oder ein Schuldscheindarlehen Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn, die Emittentin oder die Garantin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird; oder

- (d) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit allgemein bekanntgibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger anbietet oder trifft oder die Emittentin ein "*surseance van betaling*" (im Sinne des niederländischen Insolvenzrechts) beantragt; oder
- (f) die Emittentin oder die Garantin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräußert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin oder die Garantin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann; oder
- (g) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist; oder
- (h) die Garantie aus irgendeinem Grund nicht mehr wirksam und rechtlich bindend ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (h) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.]

§ 10 ERSETZUNG

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger entweder die Garantin oder ein mit der Garantin verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:]

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Emittentin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittentin auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Garantin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittentin auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

(e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekannt zu machen.

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung folgendes:

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

[(a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);

(b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Niederlande als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

§ 11

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE]

(1) *Änderung der Anleihebedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz* – "**SchVG**") durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75 %

der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4, Satz 2 SchVG statt.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

[Die Gläubiger können durch Mehrheitsbeschluß zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird, ist folgendes anwendbar

Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen, ist folgendes anwendbar

[Gemeinsamer Vertreter ist **Gemeinsamer Vertreter**]. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluß eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluß sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(7) *Änderung der Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der BASF Anwendung.]

§ 12

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind

unverzüglich zu entwerfen und können nicht wiederbegeben oder wiederverkauft werden.

§ 13 MITTEILUNGEN

Im Fall von Schuldverschreibungen, die in der offiziellen Liste der Luxemburger Börse notiert werden, ist folgendes anwendbar

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit die Mitteilung den Zinssatz von variabel verzinslichen Schuldverschreibungen betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

Im Fall von Schuldverschreibungen, die nicht an einer Börse notiert sind, ist folgendes anwendbar

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(3) *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz [4] an den Fiscal Agent geleitet werden. Eine solche Mitteilung kann über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14 ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main, Bundesrepublik Deutschland.

Im Falle von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(3) *Bestellung von Zustellungsbevollmächtigten.* Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die BASF SE, Carl-Bosch-Straße 38, 67056 Ludwigshafen am Rhein, Bundesrepublik Deutschland, zu ihrer Zustellungsbevollmächtigten in der Bundesrepublik Deutschland.]

[(4) *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der

er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15 SPRACHE

Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist folgendes anwendbar

[Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist folgendes anwendbar

[Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist folgendes anwendbar

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

OPTION II – Anleihebedingungen für Schuldverschreibungen mit variabler Verzinsung

**ANLEIHEBEDINGUNGEN DER SCHULDVERSCHREIBUNGEN
Deutschsprachige Fassung**

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der [BASF SE] [BASF Finance Europe N.V.] (["BASF"] ["BASF Finance"] oder die "Emittentin") wird in [festgelegte Währung] (die "**festgelegte Währung**") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar: (vorbehaltlich § 1 Absatz (4))] von [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) in einer Stückelung von [festgelegte Stückelung] (die "**festgelegte Stückelung**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.

(4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von einem oder für ein Clearing Systems verwahrt. "**Clearing System**" bedeutet [Bei mehr als einem Clearing System ist folgendes anwendbar: jeweils] folgendes: [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland, ("**CBF**")] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg, ("**CBL**")] [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgien, ("**Euroclear**")] [(CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**")] sowie jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine NGN ist, ist

[Die Schuldverschreibungen werden in Form einer *New Global Note* ("**NGN**") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den

folgendes
anwendbar

Schuldverschreibungen führt) sind maßgeblicher Nachweis des Gesamtnennbetrages der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine für zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbrieften Schuldverschreibungen ist maßgebliche Bescheinigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder Zahlung einer Rückzahlungsrate oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.

Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

Im Fall von
Schuldverschrei-
bungen, die im
Namen der ICSDs
verwahrt werden,
und die
Globalurkunde
eine CGN ist, ist
folgendes
anwendbar

[Die Schuldverschreibungen werden in Form einer *Classical Global Note* ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

(6) *In Bezug genommene Bedingungen*. Die Bestimmungen gemäß Schedule 5 des geänderten und neugefassten Fiscal Agency Agreement vom 14. September 2012 (das "**Agency Agreement**") zwischen BASF, BASF Finance und Deutsche Bank Aktiengesellschaft als Fiscal Agent sowie als Zahlstelle (einsehbar unter www.bourse.lu), die überwiegend das für Gläubigerversammlungen oder Abstimmungen der Gläubiger ohne Versammlung zu wählende Verfahren betreffen, sind in vollem Umfang durch diese Anleihebedingungen in Bezug genommen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG[, GARANTIE UND NEGATIVVERPFLICHTUNG DER GARANTIN]

(1) *Status*. Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung*. Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang an solchen Sicherheiten oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

"**Kapitalmarktverbindlichkeit**" bezeichnet jede Verbindlichkeit hinsichtlich der Rückzahlung aufgenommener Geldbeträge, die durch Schuldverschreibungen oder sonstige Wertpapiere mit einer ursprünglichen Laufzeit von mehr als einem Jahr, die

an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft oder verkörpert ist.

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(3) *Garantie und Negativverpflichtung der Garantin.* BASF (die "**Garantin**") hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Negativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten (wie vorstehend definiert) und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern oder eine solche Besicherung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. Die Garantie und die Negativverpflichtung stellen einen Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegen die Garantin durchzusetzen.]

§ 3 ZINSEN

(1) *Zinszahlungstage.*

(a) Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag ab dem **[Verzinsungsbeginn]** (der "**Verzinsungsbeginn**") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.

(b) "**Zinszahlungstag**" bedeutet

[jeder **[festgelegte Zinszahlungstage]**.]

Im Fall von festgelegten Zinszahlungstagen ist folgendes anwendbar

[(soweit diese Anleihebedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der **[Zahl]** **[Wochen]** **[Monate]** nach dem vorhergehenden Zinszahlungstag, oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt.]

Im Fall von festgelegten Zinsperioden ist folgendes anwendbar

(c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird der Zinszahlungstag

Im Fall der modifizierten folgender Geschäftstag-Konvention ist folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

Im Fall der FRN-Konvention ist folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der **[Zahl]** Monate nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]

Im Fall der folgender Geschäftstag-Konvention ist

[auf den nachfolgenden Geschäftstag verschoben.]

folgendes
anwendbar

(d) "**Geschäftstag**" bezeichnet

Falls die
festgelegte
Währung nicht
Euro ist, ist
folgendes
anwendbar

[einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für Geschäfte in **[relevante(s) Finanzzentrum(en)]** geöffnet sind und Devisenmärkte Zahlungen in **[relevantes Finanzzentrum(en)]** abwickeln][.][und]

Falls das Clearing
System und
TARGET offen sein
müssen, ist
folgendes
anwendbar

[einen Tag an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") offen sind, um Zahlungen abzuwickeln].

Falls der
Angebotssatz für
Einlagen in der
festgelegten
Währung EURIBOR
ist, ist folgendes
anwendbar

(2) *Zinssatz*. Der Zinssatz (der "**Zinssatz**") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts Abweichendes bestimmt wird der Angebotssatz, (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (Brüsseler Ortszeit) angezeigt wird **[[zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

"**Zinsperiode**" bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"**Zinsfestlegungstag**" bezeichnet den zweiten TARGET Geschäftstag vor Beginn der jeweiligen Zinsperiode. "**TARGET-Geschäftstag**" bezeichnet einen Tag, an dem alle betroffenen Bereiche von TARGET (Trans-European Automated Real-time Gross Settlement Express Transfer System 2) offen sind, um Zahlungen abzuwickeln.

[Die "**Marge**" beträgt [] % *per annum*.]

"**Bildschirmseite**" bedeutet Reuters Bildschirmseite EURIBOR01 oder die jeweilige Nachfolgesseite, die vom selben System angezeigt wird oder aber von einem anderen System, das zum Vertreiber von Informationen zum Zwecke der Anzeigen von Sätzen oder Preisen ernannt wurde, die dem betreffenden Angebotssatz vergleichbar sind.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird zu der genannten Zeit kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Banken im Interbanken-Markt in der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) dieser Angebotssätze **[[zuzüglich] [abzüglich] der Marge]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Angebotssätze ermittelt, die von der Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Interbanken-Markt in der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Europäischen Banken anbieten **[[zuzüglich] [abzüglich] der Marge].]**

Falls der
Angebotssatz für
Einlagen in der
festgelegten
Währung LIBOR
ist, ist folgendes
anwendbar

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992), den Amsterdamer Vertrag vom 2. Oktober 1997 und den Vertrag von Lissabon vom 13. Dezember 2007, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"repräsentativer Betrag" bedeutet ein Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"Referenzbanken" bezeichnet vier Großbanken im Interbanken-Markt in der Euro-Zone.

(2) **Zinssatz.** Der Zinssatz (der **"Zinssatz"**) für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts Abweichendes bestimmt wird der Angebotssatz, (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (Londoner Ortszeit) angezeigt wird **[[zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

"Zinsperiode" bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"Zinsfestlegungstag" bezeichnet den **[ersten] [zweiten] [relevante(s) Finanzzentrum(en)]** Geschäftstag **[vor Beginn] der jeweiligen Zinsperiode. "[relevante(s) Finanzzentrum(en)] Geschäftstag"** bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in **[relevante(s) Finanzzentrum(en)]** für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

[Die **"Marge"** beträgt [] % *per annum*.]

"Bildschirmseite" bedeutet Reuters Bildschirmseite LIBOR01 oder die jeweilige Nachfolgeside, die vom selben System angezeigt wird oder aber von einem anderen System, das zum Vertreiber von Informationen zum Zwecke der Anzeigen von Sätzen oder Preisen ernannt wurde, die dem betreffenden Angebotssatz vergleichbar sind.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird zu der genannten Zeit kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Banken im Londoner Interbanken-Markt um ca. 11.00 Uhr (Londoner Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Angebotssätze **[[zuzüglich] [abzüglich] der Marge]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) der Angebotssätze ermittelt, die von der Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbanken-Markt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Europäischen Banken anbieten **[[zuzüglich] [abzüglich] der Marge].**

"repräsentativer Betrag" bedeutet ein Betrag, der zu der jeweiligen Zeit in dem

jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"Referenzbanken" bezeichnet vier Großbanken im Londoner Interbanken-Markt.

(3) *Zinsbetrag*. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen zahlbaren Zinsbetrag in Bezug auf die festgelegte Stückelung (der "**Zinsbetrag**") für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf die festgelegte Stückelung angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

(4) *Mitteilung von Zinssatz und Zinsbetrag*. Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der betreffende Zinszahlungstag der Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar: und der Garantin]** sowie den Gläubigern gemäß § 13 baldmöglichst, aber keinesfalls später als am vierten auf die Berechnung jeweils folgenden **[TARGET] [relevante(s) Finanzzentrum(en)]** Geschäftstag (wie in § 3 Absatz (2) definiert) sowie jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst nach der Bestimmung, aber keinesfalls später als am ersten Tag der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich geändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Änderung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Gläubigern gemäß § 13 mitgeteilt.

(5) *Verbindlichkeit der Festsetzungen*. Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstellen und die Gläubiger bindend.

(6) *Auflaufende Zinsen*. Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verzinsung der Schuldverschreibungen nicht am Fälligkeitstag, sondern erst mit der tatsächlichen Rückzahlung der Schuldverschreibungen. Der jeweils geltende Zinssatz ist der gesetzlich festgelegte Satz für Verzugszinsen.⁽¹⁾

(7) *Zinstagequotient*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

Im Fall von Actual/365 (Fixed) ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

Im Fall von Actual/360 ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

§ 4 ZAHLUNGEN

(1) (a) *Zahlungen auf Kapital*. Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

⁽¹⁾ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

(b) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Geschäftstag ist.

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main, Bundesrepublik Deutschland, Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am in den **[Rückzahlungsmonat]** fallenden Zinszahlungstag (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibung.

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 Tagen und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 Tagen und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin oder die Garantin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder der Niederlande oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin oder der Garantin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin oder die Garantin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.]

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

Falls die Gläubiger das Wahlrecht haben, die Schuldverschreibungen vorzeitig aufgrund eines Kontrollwechsels zu kündigen, ist folgendes anwendbar

[(3) *Kontrollwechsel.* Tritt ein Kontrollwechsel ein und kommt es innerhalb des Kontrollwechselzeitraums zu einer Absenkung des Ratings auf Grund des Kontrollwechsels (zusammen, ein "**Rückzahlungsereignis**"), hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Rückzahlungsmittelung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz (2) angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag, zuzüglich aufgelaufener Zinsen bis zum Rückzahlungstag (ausschließlich), zu verlangen.

Für Zwecke dieses Wahlrechts:

Bedeutet "**Ratingagentur**" jede Ratingagentur von Standard and Poor's Rating Services, eine Abteilung von The McGraw-Hill Companies, Inc. ("**S&P**") und Moody's Investors Services ("**Moody's**") oder eine ihrer jeweiligen Nachfolgesellschaften oder jede andere von BASF von Zeit zu Zeit bestimmte Ratingagentur vergleichbaren internationalen Ansehens;

Gilt eine "**Absenkung des Ratings**" in Bezug auf einen Kontrollwechsel als eingetreten, wenn innerhalb des Kontrollwechselzeitraums ein vorher für BASF oder die Schuldverschreibungen vergebenes Rating einer Ratingagentur (i) zurückgezogen oder (ii) von einem Investment Grade Rating (BBB- von S&P/Baa3 von Moody's oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P/Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert wird;

Gilt ein "**Kontrollwechsel**" jedes Mal als eingetreten, wenn eine Person oder mehrere Personen (die "**relevante(n) Person(en)**"), die im Sinne von § 30 Absatz 2 des

Wertpapiererwerbs- und Übernahmegesetzes (WpÜG) abgestimmt handeln, oder ein oder mehrere Dritte(r), die im Auftrag der relevanten Person(en) handeln, zu irgendeiner Zeit mittelbar oder unmittelbar (unabhängig davon, ob der Vorstand oder der Aufsichtsrat der BASF seine Zustimmung erteilt hat) eine solche Anzahl von Aktien der BASF hält bzw. halten oder erworben hat bzw. haben, auf die mehr als 50% der Stimmrechte entfallen;

Ist der "**Kontrollwechselzeitraum**" der Zeitraum, der 120 Tage nach dem Eintritt eines Kontrollwechsels endet; und

Ist der "**Rückzahlungstag**" der fünfzehnte Tag nach dem letzten Tag des Ausübungszeitraums.

Sofort nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird sie den Gläubigern gemäß § 13 Mitteilung vom Rückzahlungsereignis machen (eine "**Rückzahlungsmittteilung**"), in der die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in diesem § 5 Absatz (3) genannten Wahlrechts angegeben sind.

Zur Ausübung dieses Wahlrechts muss der Gläubiger während der normalen Geschäftsstunden innerhalb eines Zeitraums (der "**Ausübungszeitraum**") von 45 Tagen nachdem die Rückzahlungsmittteilung veröffentlicht ist eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung bei der angegebenen Niederlassung des Fiscal Agent einreichen (die "**Ausübungserklärung**"), die in ihrer jeweils maßgeblichen Form bei der angegebenen Niederlassung des Fiscal Agent erhältlich ist. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum Rückzahlungsbetrag zurückzahlen, ist folgendes anwendbar

[[**(4)**] *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am **[Zahl]** Jahre nach dem Verzinsungsbeginn folgenden Zinszahlungstag und danach an jedem darauf folgenden Zinszahlungstag (jeder ein "**Wahl-Rückzahlungstag (Call)**") zum Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.
- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:
- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und
 - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]

§ 6

DER FISCAL AGENT, DIE ZAHLSTELLE UND DIE BERECHNUNGSSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Der anfänglich bestellte Fiscal Agent, die anfänglich bestellte Zahlstelle und die anfänglich bestellte Berechnungsstelle und deren bezeichnete Geschäftsstelle lauten wie folgt:

Fiscal Agent
und Zahlstelle: Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Große Gallusstraße 10–14
60272 Frankfurt am Main
Bundesrepublik Deutschland

Berechnungsstelle: **[Namen und bezeichnete Geschäftsstelle]**

Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agents oder einer Zahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) einen Fiscal Agent unterhalten **[Im Fall von Zahlungen in U.S. Dollar ist folgendes anwendbar:**; (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S. Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] [,] [und] [(iii)] eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungssteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen oder unter der Garantie zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in den Niederlanden oder der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in den Niederlanden oder der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu den Niederlanden oder der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in den Niederlanden oder der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Niederlande oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungssteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.]

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

Im Fall von
Schuldverschrei-
bungen, die von

BASF begeben
werden, ist

folgendes
anwendbar

[(1) *Kündigungsgründe*. Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz (2) definiert) oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechtleistung des dieser Kapitalmarktverbindlichkeit oder des Schuldscheindarlehens (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) zugrunde liegenden Vertrages, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 75.000.000 aus einer Kapitalmarktverbindlichkeit oder einem Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) oder aufgrund einer Bürgschaft oder Garantie, die für die Kapitalmarktverbindlichkeit oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn, die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird; oder
- (d) die Emittentin ihre Zahlungsunfähigkeit allgemein bekanntgibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger anbietet oder trifft; oder
- (f) die Emittentin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräußert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann; oder
- (g) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent

Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.]

Im Fall von Schuldverschreibungen, die von

BASF Finance begeben werden,

ist folgendes anwendbar

[(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz (2) definiert) oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) der Emittentin oder der Garantin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechtleistung des dieser Kapitalmarktverbindlichkeit oder des Schuldscheindarlehens zugrunde liegenden Vertrages, oder die Emittentin oder die Garantin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 75.000.000 aus einer Kapitalmarktverbindlichkeit oder einem Schuldscheindarlehen oder aufgrund einer Bürgschaft oder Garantie, die für die Kapitalmarktverbindlichkeit oder ein Schuldscheindarlehen Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn, die Emittentin oder die Garantin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird; oder
- (d) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit allgemein bekanntgibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger anbietet oder trifft oder die Emittentin ein "*surseance van betaling*" (im Sinne des niederländischen Insolvenzrechts) beantragt; oder
- (f) die Emittentin oder die Garantin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräußert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin oder die Garantin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann; oder
- (g) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist; oder
- (h) die Garantie aus irgendeinem Grund nicht mehr wirksam und rechtlich bindend ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (h) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.]

§ 10 ERSETZUNG

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger entweder die Garantin oder ein mit der Garantin verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:]

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Emittentin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittentin auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Garantin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittentin auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

(e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung*. Jede Ersetzung ist gemäß § 13 bekannt zu machen.

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung folgendes:

Im Fall von Schuldverschreibungen, die von BASF begeben werden,

ist folgendes anwendbar

[(a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);

(b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Niederlande als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

§ 11

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE]

(1) *Änderung der Anleihebedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz* – "**SchVG**") durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4, Satz 2 SchVG statt.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird, ist folgendes anwendbar

[Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

Im Fall der Bestellung des

[Gemeinsamer Vertreter ist **[Gemeinsamer Vertreter]**. Die Haftung des

gemeinsamen Vertreters in den Bedingungen, ist folgendes anwendbar

gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluß eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluß sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(7) *Änderung der Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der BASF Anwendung.]

§ 12

BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 13

MITTEILUNGEN

Im Fall von Schuldverschreibungen, die in der offiziellen Liste der Luxemburger Börse notiert werden, ist folgendes anwendbar

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit die Mitteilung den Zinssatz von variabel verzinslichen Schuldverschreibungen betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

Im Fall von Schuldverschrei-

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die

bungen, die nicht an einer Börse notiert sind, ist folgendes anwendbar

Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(3)] *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz [4] an den Fiscal Agent geleitet werden. Eine solche Mitteilung kann über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main, Bundesrepublik Deutschland.

Im Falle von Schuldverschreibungen, die von BASF Finance begeben werden, ist folgendes anwendbar

[(3)] *Bestellung von Zustellungsbevollmächtigten.* Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die BASF SE, Carl-Bosch-Straße 38, 67056 Ludwigshafen am Rhein, Bundesrepublik Deutschland, zu ihrer Zustellungsbevollmächtigten in der Bundesrepublik Deutschland.]

[(4)] *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15

SPRACHE

Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist folgendes

[Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

anwendbar |

Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist folgendes anwendbar |

[Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist folgendes anwendbar |

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

GARANTIE

der

BASF SE, Ludwigshafen am Rhein, Bundesrepublik Deutschland, zu Gunsten der Gläubiger von Schuldverschreibungen (die "Schuldverschreibungen"), die von der BASF Finance Europe N.V., Arnhem, Niederlande, im Rahmen des EUR 15.000.000.000 Debt Issuance Programme (das "Programm") begeben werden

PRÄAMBEL

- (A) Die BASF SE ("**BASF**") und die BASF Finance Europe N.V. ("**BASF Finance**") beabsichtigen, von Zeit zu Zeit Schuldverschreibungen im Rahmen des Programms zu begeben, deren jeweils ausstehender Gesamtnennbetrag das Programm-Limit nicht übersteigt.
- (B) Die Schuldverschreibungen unterliegen den Anleihebedingungen der Schuldverschreibungen nach deutschem Recht (in der durch die anwendbaren Endgültigen Bedingungen jeweils geänderten, ergänzten oder modifizierten Fassung, die "**Bedingungen**").
- (C) Die BASF SE (die "**Garantin**") beabsichtigt, mit dieser Garantie die Zahlung von Kapital und Zinsen sowie von jeglichen sonstigen Beträgen zu garantieren, die aufgrund der von der BASF Finance zu irgendeiner Zeit im Rahmen des Programms begebenen Schuldverschreibungen zu leisten sind.

HIERMIT WIRD FOLGENDES VEREINBART:

1. Die Garantin übernimmt gegenüber den Gläubigern jeder einzelnen Schuldverschreibung (wobei dieser Begriff jede (vorläufige oder Dauer-) Globalurkunde, die Schuldverschreibungen verbrieft, einschließt), die jetzt oder später von der BASF Finance im Rahmen des Programms begeben wird, die unbedingte und unwiderrufliche Garantie für die ordnungsgemäße Zahlung von Kapital und Zinsen auf die Schuldverschreibungen sowie von jeglichen sonstigen Beträgen, die in Übereinstimmung mit den Bedingungen auf irgendeine Schuldverschreibung zahlbar sind, und zwar zu den in den Bedingungen bestimmten Fälligkeiten.
2. Diese Garantie begründet eine unwiderrufliche, nicht nachrangige und (vorbehaltlich der Bestimmungen in Ziffer 4 dieser Garantie) nicht besicherte Verpflichtung der Garantin, die mit allen sonstigen nicht nachrangigen und nicht besicherten Verpflichtungen der Garantin wenigstens im gleichen Rang steht (soweit nicht zwingende gesetzliche Bestimmungen entgegenstehen).
3. Sämtliche auf diese Garantie zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Garantin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:
 - (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die BASF Finance oder die Garantin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
 - (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
 - (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
 - (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer

Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Bedingungen wirksam wird.

4. Die Garantin verpflichtet sich gegenüber jedem Gläubiger, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, oder eine solche Besicherung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. "**Kapitalmarktverbindlichkeit**" ist jede Verbindlichkeit hinsichtlich der Rückzahlung aufgenommener Geldbeträge, die durch Schuldverschreibungen oder sonstige Wertpapiere mit einer ursprünglichen Laufzeit von mehr als einem Jahr, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft oder verkörpert ist.
5. Die Verpflichtungen der Garantin aus dieser Garantie (i) sind selbständig und unabhängig von den Verpflichtungen der BASF Finance aus den Schuldverschreibungen und (ii) bestehen ohne Rücksicht auf die Rechtmäßigkeit, Gültigkeit, Verbindlichkeit und Durchsetzbarkeit der Schuldverschreibungen.
6. Die Verpflichtungen der Garantin aus dieser Garantie erstrecken sich, ohne dass eine weitere Handlung durchgeführt werden oder ein weiterer Umstand entstehen muss, auf solche Verpflichtungen jeglicher nicht mit der Garantin identischen neuen Emittentin, die infolge einer Schuldnerersetzung gemäß den anwendbaren Bestimmungen der Bedingungen in Bezug auf jedwede Schuldverschreibung entstehen.
7. Diese Garantie erstreckt sich auf sämtliche Schuldverschreibungen, die am oder nach dem Datum dieser Garantie von der BASF Finance unter dem Programm begeben werden.
8. Diese Garantie und alle hierin enthaltenen Vereinbarungen sind ein Vertrag zu Gunsten der Gläubiger der Schuldverschreibungen als begünstigte Dritte gemäß § 328 Abs. 1 BGB und begründen das Recht eines jeden Gläubigers, die Erfüllung der hierin eingegangenen Verpflichtungen unmittelbar von der Garantin zu fordern und diese Verpflichtungen unmittelbar gegenüber der Garantin durchzusetzen.

Ein Gläubiger einer Schuldverschreibung kann im Falle der Nichterfüllung von Zahlungen auf die Schuldverschreibungen zur Durchsetzung dieser Garantie unmittelbar gegen die Garantin Klage erheben, ohne dass zunächst ein Verfahren gegen die BASF Finance eingeleitet werden müsste.

9. Die Deutsche Bank Aktiengesellschaft, mit der die hierin enthaltenen Vereinbarungen getroffen werden, handelt als Fiscal Agent nicht als Beauftragte, Treuhänderin oder in einer ähnlichen Eigenschaft für die Gläubiger von Schuldverschreibungen.
10. Die hierin verwendeten und nicht anders definierten Begriffe haben die ihnen in den Bedingungen zugewiesene Bedeutung.
11. Die auf die Schuldverschreibungen Anwendung findenden Bestimmungen über die Änderung der Anleihebedingungen und den Gemeinsamen Vertreter gelten sinngemäß auch für diese Garantie.
12. Diese Garantie unterliegt dem Recht der Bundesrepublik Deutschland.
13. Diese Garantie ist in deutscher Sprache abgefasst und in die englische Sprache übersetzt. Die deutschsprachige Fassung ist verbindlich und allein maßgeblich.
14. Das Original dieser Garantie wird der Deutsche Bank Aktiengesellschaft ausgehändigt und von dieser verwahrt.
15. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten gegen die Garantin aus oder im Zusammenhang mit dieser Garantie ist Frankfurt am Main, Bundesrepublik Deutschland.
16. Jeder Gläubiger einer Schuldverschreibung kann in jedem Rechtsstreit gegen die Garantin und in jedem Rechtsstreit, in dem er und die Garantin Partei sind, seine aus dieser Garantie hervorgehenden Rechte auf der Grundlage einer von einer vertretungsberechtigten Person der Deutsche Bank Aktiengesellschaft beglaubigten Kopie dieser Garantie ohne Vorlage des Originals im eigenen Namen wahrnehmen und durchsetzen.

Wir akzeptieren die Bestimmungen der vorstehenden Garantie ohne Obligo, Gewährleistung oder Rückgriff auf uns.

7. September 2010

Deutsche Bank Aktiengesellschaft

GUARANTEE

(English translation)

of

***BASF SE, Ludwigshafen am Rhein, Federal Republic of Germany,
for the benefit of the holders of notes (the "Notes"), issued by BASF Finance Europe N.V.,
Arnhem, The Netherlands, under the EUR 15,000,000,000 Debt Issuance
Programme (the "Programme")***

WHEREAS:

- (A) BASF SE ("**BASF**") and BASF Finance Europe N.V. ("**BASF Finance**") intend to issue Notes under the Programme from time to time, the outstanding aggregate principal amount of which will not exceed the Programme Amount.
- (B) The Notes will be issued with Terms and Conditions under German law (as amended, supplemented or modified by the applicable Final Terms, the "**Conditions**").
- (C) BASF SE (the "**Guarantor**") wishes to guarantee the due payment of principal and interest and any other amounts payable in respect of any and all Notes that may be issued by BASF Finance under the Programme.

IT IS AGREED AS FOLLOWS:

- (1) The Guarantor unconditionally and irrevocably guarantees to the holder of each Note (which expression shall include any Temporary Global Note or Permanent Global Note representing Notes) (each a "**Holder**") issued by BASF Finance now or at any time hereafter under the Programme, the due and punctual payment of the principal of, and interest on, the Notes and any other amounts which may be expressed to be payable under any Note, as and when the same shall become due, in accordance with the Conditions.
- (2) This Guarantee constitutes an irrevocable, unsecured (subject to paragraph (4) hereunder) and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other present or future unsecured and unsubordinated obligations of the Guarantor outstanding from time to time, subject to any obligations preferred by law.
- (3) All amounts payable in respect of this Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Guarantor will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:
 - (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by BASF Finance or the Guarantor from payments of principal or interest made by it, or
 - (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany or another member state of the European Union and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
 - (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
 - (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with the Conditions, whichever occurs later.
- (4) The Guarantor undertakes towards each Holder, so long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market

Indebtedness or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and rateably in such security or such other security as shall be approved by an independent accounting firm of internationally recognised standing as being equivalent security. "**Capital Market Indebtedness**" means any obligation for the repayment of borrowed money which is in the form of, or represented or evidenced by, bonds, notes or other securities, with an original maturity of more than one year, which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognised securities market.

- (5) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of BASF Finance under the Notes, and (ii) shall exist irrespective of the legality, validity and binding effect or enforceability of the Notes.
- (6) The obligations of the Guarantor under this Guarantee shall, without any further act or thing being required to be done or to occur, extend to the obligations of any Substitute Debtor which is not the Guarantor arising in respect of any Note by virtue of a substitution pursuant to the Conditions.
- (7) This Guarantee is given in respect of any and all Notes which are or will be issued by BASF Finance under the Programme on or after the date hereof.
- (8) This Agreement and all undertakings contained herein constitute a contract for the benefit of the Holders from time to time as third party beneficiaries pursuant to § 328 (1) BGB (German Civil Code)⁽¹⁾. They give rise to the right of each such Holder to require performance of the obligations undertaken herein directly from the Guarantor, and to enforce such obligations directly against the Guarantor.

Any Holder has the right in case of non-performance of any payments on the Notes to enforce the Guarantee by filing a suit directly against the Guarantor without the need to take prior proceedings against BASF Finance.

- (9) Deutsche Bank Aktiengesellschaft which accepted this Guarantee, in its capacity as Fiscal Agent does not act in a relationship of agency or trust, a fiduciary or in any other similar capacity for the Holders.
- (10) Terms used in this Agreement and not otherwise defined herein shall have the meaning attributed to them in the Conditions.
- (11) The provisions regarding the Amendment of the Terms and Conditions and the Holders' Representative applicable to the Notes shall be applicable *mutatis mutandis* also to this Guarantee.
- (12) This Agreement shall be governed by, and construed in accordance with, German law.
- (13) This Agreement is written in the German language and attached hereto is a non-binding English translation.
- (14) The original version of this Agreement shall be delivered to, and kept by, Deutsche Bank Aktiengesellschaft.
- (15) Exclusive place of jurisdiction for all legal proceedings arising out of or in connection with this Agreement against the Guarantor shall be Frankfurt am Main, Federal Republic of Germany.
- (16) On the basis of a copy of this Agreement certified as being a true copy by a duly authorised officer of Deutsche Bank Aktiengesellschaft each Holder may protect and enforce in his own name his rights arising under this Agreement in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties, without the need for production of this Agreement in such proceedings.

7 September 2010
BASF SE

We accept the terms of the above Guarantee without recourse, warranty or liability.

7 September 2010
Deutsche Bank Aktiengesellschaft

¹ An English language translation of § 328 (1) BGB (German Civil Code) reads as follow: "A Contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance."

In case of Notes listed on the official list of and admitted to trading on the regulated market of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms of Notes will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In the case of Notes publicly offered in one or more member states of the European Economic Area other than the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of BASF Group (www.BASF.com).

FORM OF FINAL TERMS (MUSTER – ENDGÜLTIGE BEDINGUNGEN)

[Date]
[Datum]

Final Terms Endgültige Bedingungen

[BASF SE][BASF Finance Europe N.V.]

[Title of relevant Tranche of Notes]

[Bezeichnung der betreffenden Tranche der Schuldverschreibungen]

Series No.: [] / Tranche No.: []

Serien Nr.: [] / Tranche Nr.: []

Issue Date: []⁽¹⁾

Tag der Begebung: []

issued pursuant to the EUR 15,000,000,000 Debt Issuance Programme dated 14 September 2012
of BASF SE and BASF Finance Europe N.V.
*begeben aufgrund des EUR 15.000.000.000 Debt Issuance Programme vom 14. September 2012
der BASF SE und BASF Finance Europe N.V.*

Important Notice

These Final Terms have been prepared for the purpose of Article 5 (4) of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010, and must be read in conjunction with the Debt Issuance Programme Prospectus pertaining to the Programme dated 14 September 2012 (the "**Prospectus**") [and the supplement(s) dated [●]]. The Prospectus and any supplement thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of BASF Group (www.BASF.com) and copies may be obtained from BASF SE, Carl-Bosch-Straße 38, 67063 Ludwigshafen am Rhein, Germany. Full information is only available on the basis of the combination of the Prospectus, any supplement and these Final Terms. [A summary of the individual issue of the Notes is annexed to these Final Terms.]⁽²⁾

Wichtiger Hinweis

*Diese Endgültigen Bedingungen wurden für die Zwecke des Artikels 5 Absatz 4 der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003, in der durch die Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010 geänderten Fassung, abgefasst und sind in Verbindung mit dem Debt Issuance Programme Prospekt vom 14. September 2012 über das Programm (der "**Prospekt**") [und dem(den) Nachtrag(Nachträgen) dazu vom [●]] zu lesen. Der Prospekt sowie etwaige Nachträge können in elektronischer Form auf der Internetseite der Luxemburger Börse (www.bourse.lu) und der Internetseite der BASF Group (www.BASF.com) eingesehen werden. Kopien sind erhältlich unter BASF SE, Carl-Bosch-Straße 38, 67063 Ludwigshafen am Rhein, Deutschland. Um sämtliche Angaben zu erhalten, sind die Endgültigen Bedingungen, der Prospekt und etwaige Nachträge im Zusammenhang zu lesen. [Eine Zusammenfassung der einzelnen Emission der Schuldverschreibungen ist diesen Endgültigen Bedingungen angefügt.]⁽²⁾*

⁽¹⁾ The Issue Date is the date of payment and issue of the Notes. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

⁽²⁾ Not applicable in the case of an issue of Notes with a minimum denomination of at least EUR 100,000.

Nicht anwendbar im Fall einer Emission von Schuldverschreibungen mit einer Mindeststückelung in Höhe von mindestens EUR 100.000.

Part I.: TERMS AND CONDITIONS
Teil I.: ANLEIHEBEDINGUNGEN

[A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, and completing the relevant placeholders, insert:⁽³⁾

A. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen:⁽³⁾

The Conditions applicable to the Notes (the "**Conditions**") and the [German] [English] language translation thereof, are as set out below.

*Die für die Schuldverschreibungen geltenden Bedingungen (die "**Bedingungen**") sowie die [deutschsprachige][englischsprachige] Übersetzung sind wie nachfolgend aufgeführt.*

[in the case of Notes with fixed interest rates replicate here the relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit fester Verzinsung hier die betreffenden Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in the case of Notes with floating interest rates replicate here the relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit variabler Verzinsung hier die betreffenden Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]]

[B. In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, insert:

B. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to Notes with [fixed] [floating] interest rates (the "**Terms and Conditions**") set forth in the Prospectus as [Option I] [Option II]. Capitalised terms shall have the meanings specified in the Terms and Conditions.

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf Schuldverschreibungen mit [fester] [variabler] Verzinsung Anwendung findet (die "**Anleihebedingungen**"), zu lesen, der als [Option I] [Option II] im Prospekt enthalten ist. Begriffe, die in den Anleihebedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

All references in this Part I. of the Final Terms to numbered paragraphs and subparagraphs are to paragraphs and subparagraphs of the Terms and Conditions.

Bezugnahmen in diesem Teil I. der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.

The blanks in the provisions of the Terms and Conditions, which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were

⁽³⁾ To be determined in consultation with the Issuer. It is anticipated that this type of documenting the Conditions will be required where the Notes are to be publicly offered, in whole or in part, or to be initially distributed, in whole or in part, to non-qualified investors. Delete all references to B. Part I of the Final Terms including numbered paragraphs and subparagraphs of the Terms and Conditions.

In Abstimmung mit der Emittentin festzulegen. Es ist vorgesehen, dass diese Form der Dokumentation der Bedingungen erforderlich ist, wenn die Schuldverschreibungen insgesamt oder teilweise anfänglich an nicht qualifizierte Anleger verkauft oder öffentlich angeboten werden. Alle Bezugnahmen auf B. Teil I der Endgültigen Bedingungen einschließlich der Paragraphen und Absätze der Anleihebedingungen entfernen.

inserted in the blanks of such provisions. All provisions in the Terms and Conditions corresponding to items in these Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Notes (the "**Conditions**").

*Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen, die weder angekreuzt noch ausgefüllt oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die "**Bedingungen**") gestrichen.*

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1)
WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN (§ 1)

Currency and Denomination
Währung und Stückelung

Specified Currency <i>Festgelegte Währung</i>	[]
Aggregate Principal Amount <i>Gesamtnennbetrag</i>	[]
Aggregate Principal Amount in words <i>Gesamtnennbetrag in Worten</i>	[]
Specified Denomination ⁽⁴⁾ <i>Festgelegte Stückelung</i>	[]

Clearing System
Clearing System

- Clearstream Banking AG
 Clearstream Banking, société anonyme
 Euroclear Bank SA/NV

Global Note
Globalurkunde

- Classical Global Note
 New Global Note

INTEREST (§ 3)
ZINSEN (§ 3)

Fixed Rate Notes (Option I)
Festverzinsliche Schuldverschreibungen (Option I)

Rate of Interest <i>Zinssatz</i>	[] % per annum [] % per annum
Interest Commencement Date <i>Verzinsungsbeginn</i>	[]
Fixed Interest Date(s) <i>Festzinstermine(e)</i>	[]
First Interest Payment Date <i>Erster Zinszahlungstag</i>	[]

⁽⁴⁾ The minimum denomination of the Notes will be, if in euro, EUR 1,000, and, if in any currency other than euro, an amount in such other currency nearly equivalent to EUR 1,000 at the time of the issue of the Notes.
Die Mindeststückelung der Schuldverschreibungen beträgt EUR 1.000, bzw., falls die Schuldverschreibungen in einer anderen Währung als Euro begeben werden, einem Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen annähernd dem Gegenwert von EUR 1.000 entspricht.

- Initial Broken Amount per Specified Denomination []
Anfänglicher Bruchteilzinsbetrag je festgelegter Stückelung
- Fixed Interest Date preceding the Maturity Date []
Festzinsttermin, der dem Fälligkeitstag vorangeht
- Final Broken Amount per Specified Denomination []
Abschließender Bruchteilzinsbetrag je festgelegter Stückelung
- Floating Rate Notes (Option II)**
Variabel verzinsliche Schuldverschreibungen (Option II)
- Interest Payment Dates**
Zinszahlungstage
- Interest Commencement Date []
Verzinsungsbeginn
- Specified Interest Payment Dates []
Festgelegte Zinszahlungstage
- Specified Interest Period(s) [number] [weeks][months]
Festgelegte Zinsperiode(n) [Zahl] [Wochen][Monate]
- Business Day Convention**
Geschäftstagskonvention
- Modified Following Business Day Convention
Modifizierte-Folgender-Geschäftstag-Konvention
- FRN Convention (specify period(s)) [number] months
FRN Konvention (Zeitraum angeben) [Zahl] Monate
- Following Business Day Convention
Folgender-Geschäftstag-Konvention
- Business Day**
Geschäftstag
- Relevant financial centre(s) []
Relevante(s) Finanzzentrum(en)
- TARGET
TARGET
- Rate of Interest**
Zinssatz
- EURIBOR
EURIBOR
- LIBOR Interest Determination Date [first] [second] [relevant financial centre(s)] Business Day

LIBOR Zinsfestlegungstag [erster] [zweiter] [relevante(s) Finanzzentrum(en)] Geschäftstag

[prior to commencement] of Interest Period

[vor Beginn] der jeweiligen Zinsperiode

Margin [] % per annum
Marge [] % per annum

plus
Plus

minus
Minus

Day Count Fraction⁽⁵⁾
Zinstagequotient

Actual/Actual (ICMA)

⁽⁵⁾ Complete for all Notes.
Für alle Schuldverschreibungen auszufüllen.

- annual interest payments (excluding the case of short or long coupons)
- annual interest payments (including the case of short or long coupons)
- two or more constant interest periods within an interest year (including the case of short coupons)
- calculation period is longer than one reference period (long coupon)
- reference period

Deemed Interest Payment Date []
Fiktiver Zinszahlungstag

- Actual/365 (Fixed)
- Actual/360
- 30/360 or 360/360 or Bond Basis
- 30E/360 or Eurobond Basis

PAYMENTS (§ 4)⁶⁾
ZAHLUNGEN (§ 4)

Payment Business Day
Zahlungstag

- Relevant financial centre(s) []
Relevante(s) Finanzzentrum(en)
- TARGET
TARGET

REDEMPTION (§ 5)
RÜCKZAHLUNG (§ 5)

Final Redemption
Rückzahlung bei Endfälligkeit

- Maturity Date⁷⁾ []
Fälligkeitstag
- Redemption Month⁸⁾ []
Rückzahlungsmonat

Early Redemption
Vorzeitige Rückzahlung

Early Redemption for Reasons of a Change of Control [Yes/No]
Vorzeitige Rückzahlung aufgrund eines Kontrollwechsels [Ja/Nein]

Early Redemption at the Option of the Issuer at Specified Call Redemption Amount(s)⁹⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zu festgelegten Wahlrückzahlungsbetrag/-beträgen (Call) [Ja/Nein]

- Specified Call Redemption Date(s) []
festgelegte Wahlrückzahlungstag(e) (Call)
- Specified Call Redemption Amount(s) []
festgelegte Wahlrückzahlungsbetrag/-beträge (Call)

⁶⁾ Complete for fixed rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

⁷⁾ Complete for fixed rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

⁸⁾ Complete for floating rate Notes
Für variabel verzinsliche Schuldverschreibungen auszufüllen

⁹⁾ Complete for fixed rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

Early Redemption at the Option of the Issuer at Early Redemption Amount⁽¹⁰⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zum Vorzeitigen Rückzahlungsbetrag [Ja/Nein]

Early Redemption at the Option of the Issuer at Final Redemption Amount⁽¹¹⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zum Rückzahlungsbetrag [Ja/Nein]

- Interest payment date **[number]** years after the Interest Commencement Date and each Interest Payment Date thereafter
 Zinszahlungstag **[Zahl]** Jahre nach dem Verzinsungsbeginn und an jedem darauf folgenden Zinszahlungstag

Early Redemption at the Option of a Holder⁽¹²⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl des Gläubigers [Ja/Nein]

Put Redemption Date(s) []
Wahlrückzahlungstag(e) (Put)

Put Redemption Amount(s) []
Wahlrückzahlungsbetrag/-beträge (Put)

Early Redemption Amount⁽¹³⁾
Vorzeitiger Rückzahlungsbetrag

- Higher of Final Redemption Amount and Present Value
Rückzahlungsbetrag, oder falls höher, abgezinster Marktwert

Comparable Benchmark Yield of corresponding plus **[percentage]**%
Vergleichbare Benchmark Rendite der entsprechenden zuzüglich **[Prozentsatz]**%

- euro denominated benchmark debt security of the Federal Republic of Germany
Euro-Referenz-Anleihe der Bundesrepublik Deutschland
- UK government Sterling denominated benchmark debt security issued by HM Treasury
durch HM Treasury begebenen Sterling-Referenzanleihe des Vereinigten Königreichs
- Swiss franc denominated benchmark federal bond of the Swiss Confederation
Schweizer Franken-Referenz-Bundesanleihe der Schweizerischen Eidgenossenschaft
- U.S. dollar denominated benchmark U.S. Treasury debt security
Referenz-U.S. Staatsanleihe (US Treasury debt security) in U.S. Dollar

AGENTS (§ 6)

Calculation Agent [Not applicable]]
Berechnungsstelle [Nicht anwendbar]]

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE] (§ 11)

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE] (§ 11)

- Appointment of a Holders' Representative by resolution passed by Holders and not in the Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger durch Beschluss der Gläubiger und nicht in den Bedingungen

- Appointment of a Holders' Representative in the Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger in den Bedingungen

Name and address of the Holders' Representative (specify details)

⁽¹⁰⁾ Complete for fixed rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

⁽¹¹⁾ Complete for floating rate Notes
Für variabel verzinsliche Schuldverschreibungen auszufüllen

⁽¹²⁾ Complete for fixed rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

⁽¹³⁾ Complete for fixed rate Notes
Für fest verzinsliche Schuldverschreibungen auszufüllen

Name und Anschrift des gemeinsamen Vertreters (Einzelheiten einfügen)

NOTICES (§ 13)

MITTEILUNGEN (§ 13)

Place and medium of publication

Ort und Medium der Bekanntmachung

- Website of the Luxembourg Stock Exchange (www.bourse.lu)
Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu)
- Clearing System
Clearing System

LANGUAGE OF CONDITIONS (§ 15)⁽¹⁴⁾

SPRACHE DER BEDINGUNGEN (§ 15)

- German and English (German controlling)
Deutsch und Englisch (deutscher Text maßgeblich)
- English and German (English controlling)
Englisch und Deutsch (englischer Text maßgeblich)
- English only
Ausschließlich Englisch
- German only
Ausschließlich Deutsch]

Part II.: ADDITIONAL INFORMATION⁽¹⁵⁾
Teil II.: ZUSÄTZLICHE INFORMATIONEN

A. Essential information

Grundlegende Angaben

Interests of Natural and Legal Persons involved in the Issue/Offer

Interessen von natürlichen und juristischer Personen, die an der Emission/dem Angebot beteiligt sind

- Save as discussed in the Prospectus under "*Interests of Natural and Legal Persons involved in the Issue/Offer*", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.
Mit Ausnahme der im Prospekt im Abschnitt "Interests of Natural and Legal Persons involved in the Issue/Offer" angesprochenen Interessen bestehen bei den an der Emission beteiligten Personen nach Kenntnis der Emittentin keine Interessen, die für das Angebot bedeutsam sind.

⁽¹⁴⁾ To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Notes in bearer form publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available at the principal office of BASF SE.

In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Inhaberschuldverschreibungen maßgeblich sein wird, die insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht qualifizierte Anleger in der Bundesrepublik Deutschland verkauft werden, wird. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht qualifizierte Anleger die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptgeschäftsstelle der BASF SE erhältlich sein.

⁽¹⁵⁾ There is no obligation to complete Part II. of the Final Terms in its entirety in case of Notes with a Specified Denomination of at least EUR 100,000 or its equivalent in any other currency, provided that such Notes will not be listed on any regulated market within the European Economic Area. To be completed in consultation with the Issuer.

Es besteht keine Verpflichtung, Teil II. der Endgültigen Bedingungen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000 oder dem Gegenwert in einer anderen Währung vollständig auszufüllen, sofern diese Schuldverschreibungen nicht an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden. In Absprache mit der Emittentin auszufüllen.

Other interest (specify) [Specify details]
Andere Interessen (angeben) [Einzelheiten einfügen]

Reasons for the offer and use of proceeds⁽¹⁶⁾ [Specify details]
Gründe für das Angebot und Verwendung der Erträge [Einzelheiten einfügen]

Estimated net proceeds⁽¹⁷⁾ []
Geschätzter Nettobetrag der Erträge

Estimated total expenses of the issue []
Geschätzte Gesamtkosten der Emission

B. Information concerning the securities to be offered /admitted to trading
Informationen über die anzubietenden bzw. zum Handel zuzulassenden Wertpapiere

Securities Identification Numbers
Wertpapier-Kenn-Nummern

Common Code []
Common Code

ISIN Code []
ISIN Code

German Securities Code []
Wertpapier-Kenn-Nummer (WKN)

Any other securities number []
Sonstige Wertpapierkennnummer

Historic Interest Rates and further performance as well as volatility⁽¹⁸⁾
Zinssätze der Vergangenheit und künftige Entwicklungen sowie ihre Volatilität

Details of historic [EURIBOR][LIBOR] rates and the further performance as well as their volatility can be obtained from Reuters [EURIBOR01][LIBOR01]
Einzelheiten zu vergangenen [EURIBOR][LIBOR] Sätzen und Informationen über künftige Entwicklungen sowie ihre Volatilität können abgerufen werden unter Reuters [EURIBOR01][LIBOR01]

Description of any market disruption or settlement disruption events that effect the [EURIBOR][LIBOR] rates [Not applicable][Please see § 3 of the Terms and Conditions]
Beschreibung etwaiger Ereignisse, die eine Störung des Marktes oder der Abrechnung bewirken und die [EURIBOR][LIBOR] Sätze beeinflussen [Nicht anwendbar][Bitte siehe § 3 der Anleihebedingungen]

Yield⁽¹⁹⁾ []
Rendite

Representation of debt security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of where the public may have access to the contracts relation to these forms of representation⁽²⁰⁾ [Not applicable] [Specify details]

⁽¹⁶⁾ See paragraph "Use of Proceeds" in the Prospectus. If reasons for the offer are different from general financing purposes of the BASF Group include those reasons here. Not to be completed in case of Notes with a Specified Denomination of at least EUR 100,000.

Siehe Abschnitt "Use of Proceeds" im Prospekt. Sofern die Gründe für das Angebot nicht in allgemeinen Finanzierungszwecken der BASF-Gruppe bestehen, sind die Gründe hier anzugeben. Nicht auszufüllen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

⁽¹⁷⁾ If proceeds are intended for more than one principal use will need to split up and present in order of priority. *Sofern die Erträge für verschiedene wichtige Verwendungszwecke bestimmt sind, sind diese aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen.*

⁽¹⁸⁾ Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least EUR 100,000. *Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.*

⁽¹⁹⁾ Only applicable for Fixed Rate Notes. *Nur für festverzinsliche Schuldverschreibungen anwendbar.*

⁽²⁰⁾ Specify further details in the case a Holders' Representative will be appointed in § 11 of the Conditions. *Weitere Einzelheiten für den Fall einfügen, dass § 11 der Bedingungen einen Gemeinsamen Vertreter bestellt.*

Vertretung der Schuldtitelinhaber unter Angabe der die Anleger vertretenden Organisation und der für diese Vertretung geltenden Bestimmungen. Angabe des Ortes, an dem die Öffentlichkeit die Verträge, die diese Repräsentationsformen regeln, einsehen kann [Nicht anwendbar] [Einzelheiten einfügen]

Resolutions, authorisations and approvals by virtue of which the Notes will be created [Specify details]
Beschlüsse, Ermächtigungen und Genehmigungen, welche die Grundlage für die Schaffung der Schuldverschreibungen bilden [Einzelheiten einfügen]

C. Terms and conditions of the offer⁽²¹⁾ [Not applicable]
Bedingungen und Konditionen des Angebots [Nicht anwendbar]

C.1 Conditions, offer statistics, expected timetable and action required to apply for the offer
Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Antragstellung

Conditions to which the offer is subject [Specify details]
Bedingungen, denen das Angebot unterliegt [Einzelheiten einfügen]

Total amount of the issue/offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer [Specify details]
Gesamtsumme der Emission/des Angebots wenn die Summe nicht feststeht, Beschreibung der Vereinbarungen und des Zeitpunkts für die Ankündigung des endgültigen Angebotsbetrags an das Publikum [Einzelheiten einfügen]

Time period, including any possible amendments, during which the offer will be open and description of the application process [Specify details]
Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt und Beschreibung des Prozesses für die Umsetzung des Angebots [Einzelheiten einfügen]

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants [Specify details]
Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner [Einzelheiten einfügen]

Details of the minimum and/or maximum amount of application (whether in number of notes or aggregate amount to invest) [Specify details]
Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags [Einzelheiten einfügen]

Method and time limits for paying up the notes and for delivery of the notes [Specify details]
Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung

Manner and date in which results of the offer are to be made public [Specify details]
Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind [Einzelheiten einfügen]

The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. [Specify details]
Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte [Einzelheiten einfügen]

C.2 Plan of distribution and allotment⁽²²⁾
Plan für die Aufteilung der Wertpapiere und deren Zuteilung

⁽²¹⁾ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

⁽²²⁾ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

If the Offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate such tranche [Specify details]

Erfolgt das Angebot gleichzeitig auf den Märkten zwei oder mehrerer Ländern und wurde/ wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche [Einzelheiten einfügen]

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made [Specify details]

Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist [Einzelheiten einfügen]

C.3 Pricing⁽²³⁾ Kursfeststellung

Expected price at which the Notes will be offered [Not applicable][Specify details]
Preis zu dem die Schuldverschreibungen voraussichtlich angeboten werden [Nicht anwendbar] [Einzelheiten einfügen]

Amount of expenses and taxes charged to the subscriber / purchaser [Not applicable][Specify details]
Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt werden [Nicht anwendbar] [Einzelheiten einfügen]

C.4 Placing and underwriting⁽²⁴⁾ Platzierung und Emission

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place []
Name und Anschrift des Koordinator/der Koordinatoren des globalen Angebots oder einzelner Teile des Angebots – sofern der Emittentin oder dem Anbieter bekannt – in den einzelnen Ländern des Angebots

Method of distribution Vertriebsmethode

Non-syndicated
Nicht syndiziert

Syndicated
Syndiziert

Subscription Agreement Übernahmevertrag

Date of Subscription Agreement []
Datum des Übernahmevertrages

General features of the Subscription Agreement []
Hauptmerkmale des Übernahmevertrages

Management Details including form of commitment⁽²⁵⁾ Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme

Dealer / Management Group (specify) []
Platzeur / Bankenkonsortium (angeben)

Firm commitment []
Feste Zusage

⁽²³⁾ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

⁽²⁴⁾ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

⁽²⁵⁾ Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

- No firm commitment / best efforts arrangements []
Ohne feste Zusage / zu den bestmöglichen Bedingungen

Commissions⁽²⁶⁾

Provisionen

Management/Underwriting Commission (specify) []
Management- und Übernahmeprovision (angeben)

Selling Concession (specify) []
Verkaufsprovision (angeben)

Stabilising Dealer(s)/Manager(s)

Kursstabilisierende(r) Platzeur(e)/Manager

[None] [Specify details]
 [Keiner] [Einzelheiten einfügen]

D. Listing and admission to trading

Börsenzulassung und Notierungsaufnahme

[Yes/No]

[Ja/Nein]

- Regulated Market of the Luxembourg Stock Exchange
Regulierter Markt der Luxemburger Wertpapierbörse

Date of admission

Datum der Zulassung

[]

Estimate of the total expenses related to admission to trading⁽²⁷⁾ []
Geschätzte Gesamtkosten für die Zulassung zum Handel

All regulated markets or equivalent markets on which, to the knowledge of the Issuer, notes of the same class of the notes to be offered or admitted to trading are already admitted to trading⁽²⁸⁾

Angabe sämtlicher regulierter oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind

- Regulated Market of the Luxembourg Stock Exchange
Regulierter Markt der Luxemburger Wertpapierbörse

Issue Price

Ausgabepreis

[]%

[]%

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment

Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen erwirtschaften, und Beschreibung der Hauptbedingungen der Zusagevereinbarung

[Not applicable] [Specify details]

[Nicht anwendbar] [Einzelheiten einfügen]

⁽²⁶⁾ To be completed in consultation with the Issuer.
In Abstimmung mit der Emittentin auszuführen.

⁽²⁷⁾ Not required for Notes with a Specified Denomination of less than EUR 100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000.

⁽²⁸⁾ In case of a fungible issue, need to indicate that the original notes are already admitted to trading. Not required for Notes with a Specified Denomination of at least EUR 100,000.
Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Schuldverschreibungen bereits zum Handel zugelassen sind. Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

E. Additional Information
Zusätzliche Informationen

Rating⁽²⁹⁾
Rating

[]

[Specify whether the relevant rating agency is established in the European Community and is registered or has applied for registration pursuant to Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011, (the "**CRA Regulation**").]

The European Securities and Markets Authority ("**ESMA**") publishes on its website (www.esma.europa.eu) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

*[Einzelheiten einfügen, ob die jeweilige Ratingagentur ihren Sitz in der Europäischen Gemeinschaft hat und gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, geändert durch Verordnung (EU) Nr. 513/2011 des Europäischen Parlaments und des Rates vom 11. Mai 2011, (die "**Ratingagentur-Verordnung**") registriert ist oder die Registrierung beantragt hat.]*

*Die Europäische Wertpapier und Marktaufsichtsbehörde ("**ESMA**") veröffentlicht auf ihrer Webseite (www.esma.europa.eu) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.*

[Listing and admission to trading:⁽³⁰⁾

Börsenzulassung und Notierungsaufnahme:

The above Final Terms comprise the details required to list this issue of Notes (as from **[insert Issue Date for the Notes]**) pursuant to the EUR 15,000,000,000 Debt Issuance Programme of BASF SE and BASF Finance Europe N.V.

*Die vorstehenden Endgültigen Bedingungen enthalten die Angaben, die für die Zulassung dieser Emission von Schuldverschreibungen gemäß dem EUR 15.000.000.000 Debt Issuance Programme der BASF SE und der BASF Finance Europe N.V. (ab dem **[Tag der Begebung der Schuldverschreibungen einfügen]**) erforderlich sind.*

F. Information to be provided regarding the consent by the Issuer or person responsible for drawing up the Prospectus

Zur Verfügung zu stellende Informationen über die Zustimmung des Emittenten oder der für die Erstellung des Prospekts zuständigen Person

Offer period during which subsequent resale or final placement of the Notes

by Dealers and/or further financial intermediaries can be made

[Not applicable] [Specify details]

Angebotsfrist, während derer die spätere Weiterveräußerung

oder endgültige Platzierung von Wertpapieren durch die Platzeure oder

weitere Finanzintermediäre erfolgen kann

[Nicht anwendbar] [Einzelheiten einfügen]

THIRD PARTY INFORMATION

INFORMATIONEN VON SEITEN DRITTER

With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the

⁽²⁹⁾ Do not complete, if the Notes are not rated on an individual basis. In case of Notes with a Specified Denomination of less than EUR 100,000, need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.

Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt. Bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000, kurze Erläuterung der Bedeutung des Ratings wenn dieses unlängst von der Ratingagentur erstellt wurde.

⁽³⁰⁾ Include only in the version of the Final Terms which is submitted to the relevant stock exchange in the case of Notes to be listed on such stock exchange.

Nur in derjenigen Fassung der Endgültigen Bedingungen einfügen, die der betreffenden Börse, bei der die Schuldverschreibungen zugelassen werden sollen, vorgelegt werden.

omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof. *Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten weggelassen wurden, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.*

[BASF SE

(as Issuer)

(als Emittentin)]

[BASF Finance Europe N.V.

(as Issuer)

(als Emittentin)]

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Terms and Conditions pertaining to a certain issue of Notes provide that the Holders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed by taking votes without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favor of or against such resolution.

In addition to the provisions included in the Terms and Conditions of a particular issue of Notes, the rules regarding resolutions of Holders are substantially set out in Schedule 5 to the Fiscal Agency Agreement in the German language together with an English translation. If the Notes are for their life represented by Global Notes, the Terms and Conditions of such Notes fully refer to the rules pertaining to resolutions of Holders in the form of such Schedule to the Fiscal Agency Agreement. Under the German Act on Debt Securities (*Schuldverschreibungsgesetz* – "**SchVG**"), these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

The following is a brief summary of some of the statutory rules regarding the taking of votes without meetings and the convening and conduct of meetings of Holders, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Specific Rules regarding Votes without Meeting

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary appointed by the Issuer, (ii) where a common representative of the Holders (the "**Holders' Representative**") has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

Rules regarding Holders' Meetings applicable to Votes without Meeting

In addition, the statutory rules applicable to the convening and conduct of Holders' meetings will apply *mutatis mutandis* to any vote without a meeting. The following summarises some of such rules.

Meetings of Holders may be convened by the Issuer or the Holders' Representative, if any. Meetings of Holders must be convened if one or more Holders holding 5% or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German issuer is the place of the issuer's registered office, provided, however, that where the relevant Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders' representing by value not less than 50% of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25% of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in Germany against an Issuer, a Holders' Representative, if appointed, is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

USE OF PROCEEDS

The net proceeds from each issue of Notes by BASF will be used for general corporate purposes. The net proceeds from each issue of Notes by BASF Finance will only be lent to or invested in companies belonging to the same group of companies to which BASF Finance belongs.

TAXATION

The following is a general discussion of certain German, Dutch, Luxembourg, UK, Irish, and Austrian tax consequences of the acquisition and ownership of the Notes. This discussion does not purport to be a comprehensive description of all tax considerations, which may be relevant to a decision to purchase Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws (including tax treaties) currently in force and as applied on the date of this Prospectus, in the Federal Republic of Germany, The Netherlands, the Grand Duchy of Luxembourg, the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland and the Republic of Austria which are subject to change, possibly with retroactive effect.

PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN THE FEDERAL REPUBLIC OF GERMANY, THE NETHERLANDS, THE GRAND DUCHY OF LUXEMBOURG, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, THE REPUBLIC OF IRELAND, THE REPUBLIC OF AUSTRIA AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS OR OTHERWISE SUBJECT TO TAXATION.

1. Federal Republic of Germany

Income tax

Notes held by tax residents as private assets

- Taxation of interest

Payments of interest on the Notes to Holders who are tax residents of Germany (*i.e.*, persons whose residence or habitual abode is located in Germany) are subject to German income tax. In each case, where German income tax arises, a solidarity surcharge (*Solidaritätszuschlag*) is levied in addition. Furthermore, church tax (*Kirchensteuer*) may be levied, where applicable. If coupons or interest claims are disposed of separately (*i.e.* without the Notes), the proceeds from the disposition are subject to income tax. The same applies to proceeds from the redemption of coupons or interest claims if the Note is disposed of separately.

On payments of interest on the Notes to individual tax residents of Germany income tax is generally levied as a flat income tax at a rate of 25% (plus solidarity surcharge in an amount of 5.5% of such tax, resulting in a total tax charge of 26.375%, plus, if applicable, church tax). The total investment income of an individual will be decreased by a lump sum deduction (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for married couples filing jointly), not by a deduction of expenses actually incurred.

If the Notes are held in a custodial account which the Holder maintains with a German branch of a German or non-German bank or financial services institution or with a securities trading business or bank in Germany (the "**Disbursing Agent**") the flat income tax will be levied by way of withholding at the aforementioned rate from the gross interest payment to be made by the Disbursing Agent.

In general, no flat tax will be levied if the Holder is an individual (i) whose Note does not form part of the property of a trade or business and (ii) who filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent but only to the extent the interest income derived from the Note together with other investment income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no flat tax will be deducted if the Holder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office.

If no Disbursing Agent is involved in the payment process the Holder will have to include its income on the Notes in its tax return and the flat income tax of 25% plus solidarity surcharge and if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25%.

- Taxation of capital gains

From 1 January 2009, also capital gains realised by individual tax residents of the Federal Republic of

Germany from the disposition or redemption of the Notes acquired after 31 December 2008 will be subject to the flat income tax on investment income at a rate of 25% (plus solidarity surcharge in an amount of 5.5% of such tax, resulting in a total tax charge of 26.375%, plus, if applicable, church tax), irrespective of any holding period. This will also apply to Notes on which the principal is effectively repaid in whole or in part although the repayment was not guaranteed.

If the Notes are held in a custodial account which the Holder maintains with a Disbursing Agent the flat income tax will be levied by way of withholding from the difference between the redemption amount (or the proceeds from the disposition) and the issue price (or the purchase price) of the Notes. If the Notes have been transferred into the custodial account of the Disbursing Agent only after their acquisition, and no evidence on the acquisition data has been provided to the new Disbursing Agent by the Disbursing Agent which previously kept the Notes in its custodial account, withholding tax will be levied on 30% of the proceeds from the disposition or redemption of the Notes.

If no Disbursing Agent is involved in the payment process the Holder will have to include capital gains from the disposition or redemption of the Notes in its tax return and the flat income tax of 25% plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25%.

Notes held by tax residents as business assets

Payments of interest on Notes and capital gains from the disposition or redemption of Notes held as business assets by German tax resident individuals or corporations (including via a partnership, as the case may be), are generally subject to German income tax or corporate income tax (in each case plus solidarity surcharge and, if applicable, church tax). The interest and capital gain will also be subject to trade tax if the Notes form part of the property of a German trade or business.

If the Notes are held in a custodial account which the Holder maintains with a Disbursing Agent (as defined above) tax at a rate of 25% (plus a solidarity surcharge of 5.5% of such tax and, if applicable, church tax) will also be withheld from interest payments on Notes and (since 1 January 2009) generally also from capital gains from the disposition or redemption of Notes held as business assets. In these cases the withholding tax does not satisfy the income tax liability of the Holder, as in the case of the flat income tax, but will be credited as advance payment against the personal income or corporate income tax liability and the solidarity surcharge (and, if applicable, church tax) of the Holder.

With regard to capital gains no withholding will generally be required in the case of Notes held by corporations resident in Germany, provided that in the case of corporations of certain legal forms the status of corporation has been evidenced by a certificate of the competent tax office, and upon application in the case of Notes held by individuals or partnerships as business assets.

Notes held by non-residents

Interest and capital gains are not subject to German taxation in the case of non-residents, *i.e.* persons having neither their residence nor their habitual abode nor legal domicile nor place of effective management in Germany, unless the Notes form part of the business property of a permanent establishment maintained in Germany. Interest may, however, also be subject to German income tax if it otherwise constitutes income taxable in Germany, such as income from the letting and leasing of certain German-situs property or income from certain capital investments directly or indirectly secured by German situs real estate.

Non-residents of Germany are in general exempt from German withholding tax on interest and capital gains and from solidarity surcharge thereon. However, if the interest or capital gain is subject to German taxation as set forth in the preceding paragraph and the Notes are held in a custodial account with a Disbursing Agent, withholding tax will be levied as explained above at "*Notes held by tax residents as business assets*" or at "*Notes held by tax residents as private assets*", respectively.

Inheritance and Gift Tax

No inheritance or gift taxes with respect to any Note will generally arise under the laws of Germany, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been

appointed, in Germany. Exceptions from this rule apply to certain German citizens who previously maintained a residence in Germany.

Other Taxes

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany.

2. The Netherlands

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of a Note and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

*For the purpose of this summary it is assumed that no Holder of a Note has or will have a substantial interest, or - in the case of a Holder of a Note being an entity - a deemed substantial interest, in the Issuer and that no connected person (*verbonden persoon*) to the Holder of a Note has or will have a substantial interest in the Issuer.*

*Generally speaking, an individual has a substantial interest in an entity if (a) such individual, either alone or together with his partner, directly or indirectly has, or is deemed to have, or (b) certain relatives of such individual or his partner directly or indirectly have or are deemed to have, (I) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5% or more of either the total issued and outstanding capital of an entity or the issued and outstanding capital of any class of shares of such company, or (II) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5% or more of either the annual profit or the liquidation proceeds of such entity.*

*Generally speaking, an entity has a substantial interest in an entity if such entity, directly or indirectly has (I) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5% or more of either the total issued and outstanding capital of an entity or the issued and outstanding capital of any class of shares of an entity, or (II) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5% or more of either the annual profit or the liquidation proceeds of an entity. An entity holding a Note has a deemed substantial interest in an entity if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.*

For the purpose of this summary, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this summary refers to "The Netherlands" or "Dutch", it refers only to the European part of the Kingdom of the Netherlands. Where this summary refers to a Holder of a Note, an individual holding a Note or an entity holding a Note, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Note or otherwise being regarded as owning a Note for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate, gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of a Note.

Withholding Tax

All payments made by the Issuer of interest and principal under the Notes can be made free of withholding or deduction of any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, unless the Notes qualify as debt that effectively functions as equity for purposes of article 10, paragraph 1, sub d of the Corporate Tax Act (*Wet op de vennootschapsbelasting 1969*).

Taxes on income and capital gains

Residents

- Resident entities

An entity holding a Note which is, or is deemed to be, resident in The Netherlands for corporate tax purposes and which is not tax exempt, will generally be subject to corporate tax in respect of income or a capital gain derived from a Note at rates up to 25%.

- Resident individuals

An individual holding a Note who is, is deemed to be, or has elected to be treated as, resident in The Netherlands for income tax purposes will be subject to income tax in respect of income or a capital gain derived from a Note at rates up to 52% if:

- (i) the income or capital gain is attributable to an enterprise from which the Holder derives profits (other than as a shareholder); or
- (ii) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor (ii) applies, an individual holding a Note will be subject to income tax on the basis of a deemed return, regardless of any actual income or capital gain derived from a Note. The deemed return amounts to 4% of the value of the individual's net assets as at the beginning of the relevant fiscal year (including the Note). Subject to application of certain allowances, the deemed return will be taxed at a rate of 30%.

Non-residents

A Holder of a Note which is not, is not deemed to be, and - in case the Holder is an individual - has not elected to be treated as, resident in The Netherlands for the relevant tax purposes will not be subject to taxation on income or a capital gain derived from a Note unless:

- (i) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in The Netherlands and the Holder of a Note derives profits from such enterprise (other than by way of securities); or
- (ii) the Holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

Gift and inheritance taxes

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Note by way of gift by, or on the death of, a Holder of a Note, unless:

- (i) the Holder of a Note is, or is deemed to be, resident in The Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

Value added tax

The issuance or transfer of a Note, and payments of interest and principal under a Note, will not be subject to value added tax in The Netherlands.

Other taxes and duties

The subscription, issue, placement, allotment, delivery or transfer of a Note will not be subject to registration tax, stamp duty or any other similar tax or duty payable in The Netherlands.

Residence

A Holder of a Note will not be, or deemed to be, resident in The Netherlands for Dutch tax purposes and, subject to the exceptions set out above, will not otherwise be subject to Dutch taxation, by reason only of

acquiring, holding or disposing of a Note or the execution, performance, delivery and/or enforcement of a Note.

EU Council on taxation of savings income

In accordance with EC Council Directive 2003/48/EC on the taxation of savings income, The Netherlands will provide to the tax authorities of another EU member state (and certain non-EU countries and associated territories specified in said directive) details of payments of interest or other similar income paid by a person within The Netherlands to, or collected by such a person for, an individual resident in such other state.

3. Grand Duchy of Luxembourg

Non-Residents

Under the existing laws of the Grand Duchy of Luxembourg and except as provided for by the Luxembourg laws of 21 June 2005 implementing the EU Savings Tax Directive (as defined below), there is no withholding tax on the payment of interest on, or reimbursement of principal of, the Notes or on payments made under the Guarantee made to non-residents of the Grand Duchy of Luxembourg.

Under the Luxembourg laws of 21 June 2005 implementing the EU Savings Tax Directive and as a result of ratification by the Grand Duchy of Luxembourg of certain related Accords with the relevant dependent and associated territories (as defined under the EU Savings Tax Directive), payments of interest or similar income made or ascribed by a paying agent established in the Grand Duchy of Luxembourg to or for the immediate benefit of an individual Holder of a Note or certain residual entities, who, as a result of an identification procedure implemented by the paying agent, are identified as residents or are deemed to be residents of an EU Member State other than the Grand Duchy of Luxembourg or certain of those dependent or associated territories referred to under "*EU Savings Tax Directive*" below, will be subject to a withholding tax unless the relevant beneficiary has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the fiscal authorities of his/her country of residence or deemed residence or, in the case of an individual Holder of a Note, has provided a tax exemption certificate from his/her fiscal authority in the format required by law to the relevant paying agent. Where withholding tax is applied, it will be levied at a rate of 35% from 1 July 2011.

Residents

According to the law of 23 December 2005, as amended, interest on Notes paid by a Luxembourg paying agent or paying agents established in the EU, the EEA or in a State which has concluded with Luxembourg an international agreement related to the EU Savings Tax Directive to an individual Holder of Notes who is a resident of Luxembourg or to a residual entity established in another EU Member State or in the dependent and associated territories securing the payment for such individual will be subject to a withholding tax of 10%. In case of payment through a paying agent established in the EU, the EEA or in a State which has concluded with Luxembourg an international agreement related to the EU Savings Tax Directive, the Luxembourg resident individual Holder of Notes must under a specific procedure remit 10% tax to the Luxembourg Treasury.

If the individual Holder holds the Notes in the course of the management of his or her private wealth, the aforementioned 10% withholding tax will operate a full discharge of income tax due on such payments.

Interest on Notes paid by a Luxembourg paying agent to a resident Holder of Notes who is not an individual is not subject to withholding tax.

When used in the preceding paragraphs "*interest*", "*paying agent*" and "*residual entity*" have the meaning given thereto in the Luxembourg laws of 21 June 2005 (or the relevant Accords) and 23 December 2005, as amended. "*Interest*" will include accrued or capitalised interest at the sale, repayment or redemption of the Notes. Payments of interest or similar income under the Notes to Clearstream Banking AG, Clearstream Banking, société anonyme and Euroclear Bank SA/NV and payments by or on behalf of Clearstream Banking, société anonyme to financial intermediaries will not give rise to a withholding tax under Luxembourg law.

4. The United Kingdom of Great Britain and Northern Ireland

The comments below, which are of a general nature and are based on the Issuers' understanding of current United Kingdom law and H.M. Revenue & Customs practice, describe only the United Kingdom withholding tax treatment of payments in respect of the Notes. They are not exhaustive. They do not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of the Notes.

Withholding tax

So long as the Notes are and continue to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and listed on the official list of the Luxembourg Stock Exchange, payment of interest on the Notes may be made without withholding or deduction for or on account of income tax.

Interest on the Notes may be paid without withholding or deduction for or on account of tax where the Notes have a maturity date less than one year from the date of issue provided the Notes are not issued under arrangements the effect of which is to render such Notes part of a borrowing with a total term of a year or more.

Interest on the Notes may also be paid without withholding or deduction for or on account of tax where at the time the payment is made, each of the Issuers reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the beneficial owner of the interest is within the charge to United Kingdom corporation tax as regards the payment of interest, provided H.M. Revenue & Customs has not given a direction that the interest should be paid under deduction of tax.

In other cases, absent any other relief or exemption (such as a direction by H.M. Revenue & Customs that interest may be paid without withholding or deduction for or on account of tax to a specified Holder following an application by that Holder under an applicable double tax treaty), an amount must generally be withheld on account of income tax at the basic rate (currently 20%) from payments of interest on the Notes.

Where Notes are issued on terms that a premium is or may be payable on redemption, as opposed to being issued at a discount, then it is possible that any such element of premium may constitute a payment of interest and be subject to withholding on account of income tax as outlined in the preceding paragraphs.

Where Notes are issued at an issue price of less than 100% of their principal amount, any payments in respect of the accrued discount element on any such Notes will not be made subject to any withholding or deduction for or on account of income tax as long as they do not constitute payments in respect of interest.

Where interest has been paid under deduction of income tax, Holders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted under an appropriate provision of an applicable double taxation treaty.

5. Republic of Ireland

*The following is a summary based on the laws and practices currently in force in Ireland regarding the tax position of investors beneficially owning their notes and should be treated with appropriate caution. Particular rules may apply to certain classes of taxpayers holding notes. The summary does not constitute tax or legal advice and the comments below are of a general nature only. **This summary only relates to the potential application of Irish withholding taxes to payments made under the Notes.** It does not deal with any other matters and in particular does not describe the taxation consequences for Irish resident or ordinarily resident Noteholders in respect of the purchase, holding, redemption or sale of the notes and the receipt of interest thereon. The comments are made on the assumption that the Issuers are not resident in Ireland for Irish tax purposes and do not carry on a trade in Ireland through a branch or agency. Prospective investors in the notes should consult their professional advisors on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.*

Irish Withholding Tax

Under Irish tax law there is no obligation on the Issuers to operate any withholding tax on payments of interest on the Notes except where the interest has an Irish source. The interest could be considered to have an Irish source, where, for example, interest is paid out of funds maintained in Ireland or where the Notes are secured on Irish situate assets. The mere offering of the Notes to Irish investors will not cause the interest to have an Irish source.

In certain circumstances, collection agents and other persons receiving interest on the Notes in Ireland on behalf of a Noteholder, will be obliged to operate a withholding tax.

Provision of Information

Noteholders should be aware that where any interest or other payment on Notes is paid to them by or through an Irish paying agent or collection agent then the relevant person may be required to supply the Irish Revenue Commissioners with details of the payment and certain details relating to the Noteholder. Where the Noteholder is not Irish resident, the details provided to the Irish Revenue Commissioners may, in certain cases, be passed by them to the tax authorities of the jurisdiction in which the Noteholder is resident for taxation purposes.

6. Republic of Austria

Income tax

Austrian Resident Taxpayers

Individuals having a domicile or their habitual abode in Austria or corporations having their corporate seat or their place of management in Austria are considered residents for Austrian income and corporate income tax law purposes, respectively.

- Notes held as private assets by tax residents who are individuals

Generally income arising with respect to the Notes in the form of either

- (i) fixed or floating interest payments (*Zinserträge*) or
- (ii) realised capital gains (*Einkünfte aus realisierten Wertsteigerungen*)

qualifies as "investment income" (*Einkünfte aus Kapitalvermögen*) and, as such, is taxed under a special regime at a flat 25%-rate. Realised capital gains are the difference between (a) the amount realised (e.g., the sale proceeds, the redemption or other pay-off amount, or the fair market value in case of a deemed realisation) and (b) the acquisition costs; in both cases (amount realised and acquisition costs) including accrued interest, if any.

For Notes held as private assets, the acquisition costs do not include ancillary acquisition costs (*Anschaffungsnebenkosten*). An average price is determined regarding Notes not acquired at the same time, but held in the same securities account with the same securities identification number. Expenses and costs (*Aufwendungen und Ausgaben*) that are directly connected with investment income are not tax effective.

Capital gains are not only taxed upon an actual disposition or redemption of the Notes, but also upon a deemed realisation, particularly upon losing the residency status in Austria (i.e. move abroad) or upon withdrawals (*Entnahmen*) and other transfers of Notes from one securities account to another one. In both cases, exemptions apply, regarding the loss of the residency status if the investor moves to an EU Member State and regarding withdrawals and other transfers from a securities account if an information procedure is fulfilled.

If an Austrian custodian (*inländische depottführende Stelle*, also referred to as "securities account keeping agent") or an Austrian paying agent (*auszahlende Stelle*) is involved in paying investment income (interest or capital gains), 25% withholding taxation is imposed. The 25% withholding tax generally results in a final income taxation; certain exceptions apply (in particular for investors whose regular personal income tax rate is lower than 25%). If no withholding tax is imposed (e.g., because the Notes are held through a foreign paying agent), the investment income arising from the Notes generally has to be included into the income tax return in accordance with the law.

Losses from Notes held as private assets may only offset investment income (excluding, *inter alia*, interest income from bank deposits and other claims against banks) and must not offset any other income. Mandatory loss-offsetting rules to be handled by Austrian custodians apply. A carry-forward of losses is not possible in this context.

- Notes held as business assets by tax residents who are individuals

Generally, the same rules as described in the previous heading apply regarding Notes that are held as business assets by tax residents who are individuals. The most important differences are the following:

- Realised capital gains, contrary to interest income, have to be included in the tax return, since despite a 25% withholding taxation that is also imposed in the context of Notes held as business assets if an Austrian custodian is involved, no final income taxation applies.
- Writedowns and realised losses regarding the Notes held as business assets are offset with positive income from realised capital gains that are investment income in the first place; 50% of the remaining losses may be offset or carried forward against any other income.
- The acquisition costs of Notes held as business assets may also include ancillary costs incurred upon the acquisition.

It is noted that expenses and costs (*Aufwendungen und Ausgaben*) directly connected with investment income are also not tax effective in case the Notes held as business assets.

- Notes held as business assets by tax residents who are corporations

Corporate investors deriving business income from the Notes may avoid the application of withholding tax by filing a declaration of exemption (*Befreiungserklärung*) with the Austrian withholding tax agent. Income derived from the Notes by corporate investors (including any capital gains) is subject to corporate income tax at the general corporate income tax rate of 25%.

A special tax regime applies for private foundations (*Privatstiftungen*).

Notes held by non-residents

Non-resident investors who are resident individuals of an EU Member States have to consider the EU Savings Tax Directive regarding particular withholding tax rules (see in this respect below under the heading "*EU Savings Tax Directive*").

Investment income, including any capital gain, derived from the Notes by individuals who have neither a domicile nor their habitual abode in Austria or corporate investors who have neither their corporate seat nor their place of management in Austria ("*non-residents*") is not taxable in Austria provided the income is not attributable to a permanent establishment in Austria.

Non-resident investors receiving income from the Notes through an Austrian withholding tax agent (i.e. an Austrian paying agent or an Austrian custodian) may avoid Austrian withholding taxation by way of evidencing their non-resident-status vis-à-vis the withholding tax agent. If Austrian withholding tax is imposed, the investor may apply for a refund thereof.

If non-residents receive income from the Notes through an Austrian permanent establishment, they are to a large extent subject to the same tax treatment as resident investors.

7. EU Savings Tax Directive

Under the EU Council Directive 2003/48/EC dated 3 June 2003 on the taxation of savings income in the form of interest payments (the "**EU Savings Tax Directive**") each EU Member State must require paying agents (within the meaning of such directive) established within its territory to provide to the competent authority of this state details of the payment of interest made to any individual resident in another EU Member State as the beneficial owner of the interest. The competent authority of the EU Member State of the paying agent is then required to communicate this information to the competent authority of the EU Member State of which the beneficial owner of the interest is a resident.

For a transitional period, the Republic of Austria and the Grand Duchy of Luxembourg may opt instead to withhold tax from interest payments within the meaning of the EU Savings Tax Directive at a rate of 35% since 1 July 2011. As from 1 January 2010, Belgium applies the information procedure described above.

Regarding Austria, EU withholding taxation does not have to be imposed if a particular information process is fulfilled.

In conformity with the prerequisites for the application of the EU Savings Tax Directive, a number of non-EU countries and territories, including Switzerland, agreed to apply measures equivalent to those contained in such directive (a withholding system in the case of Switzerland).

In Germany, provisions for implementing the EU Savings Tax Directive were enacted by legislative regulations of the Federal Government. These provisions apply since 1 July 2005.

Holders who are individuals should note that the Issuer will not pay additional amounts under § 7 of the Terms and Conditions of the Notes in respect of any withholding tax imposed as a result of the EU Savings Tax Directive.

SELLING RESTRICTIONS

The Dealers have entered into an amended and restated dealer agreement dated 14 September 2012 (the "**Dealer Agreement**") as a basis upon which they or any of them may from time to time agree to purchase Notes.

1. General

Each Dealer has represented and agreed that it will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor the Guarantor (if BASF Finance is the Issuer) nor any other Dealer shall have any responsibility therefor.

2. United States of America (the "United States")

(a) Each Dealer has acknowledged that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer further has represented and agreed that neither it, nor its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Note.

(b) From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Clause 4(1)(o)(i) of the Dealer Agreement, each Dealer (i) acknowledges that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; (ii) has represented and agreed that it has not offered and sold any Notes, and will not offer and sell any Notes, (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and closing date, only in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (iii) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (iv) has also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903 (b)(2)(iii) (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

(c) Each Dealer who has purchased Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche. On the basis of such notification or notifications, the Fiscal Agent agrees to notify such Dealer/Lead Manager of the end of the distribution compliance period with respect to such Tranche.

Terms used in this paragraph 2 have the meanings given to them by Regulation S.

(d) Each Dealer has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.

(e) Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**"), (or any successor rules in substantially the same form as D Rules, as

applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code) as specified in the applicable Final Terms.

Each Dealer has represented and agreed that:

- (i) except to the extent permitted under the D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Notes that are sold during the restricted period;
- (ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (iii) if such Dealer is a United States person, it represents that it is acquiring the Notes for purposes of resale in connection with their original issuance and if such Dealer retains Notes for its own account, it will only do so in accordance with the D Rules; and
- (iv) with respect to each affiliate that acquires from such Dealer Notes for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii).

Terms used in this paragraph (e) have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

3. European Economic Area

In relation to each Member State of the European Economic Area (the EU plus Iceland, Norway and Liechtenstein) which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (i) if the Final Terms in relation to the Notes specify an offer of those Notes other than pursuant to Article 3 (2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (iii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or,
- (iv) at any time in any other circumstances falling within Article 3 (2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (i) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus**

Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes the relevant implementing measure in each Relevant Member State and the expression **"2010 PD Amending Directive"** means Directive 2010/73/EU.

4. United Kingdom of Great Britain and Northern Ireland ("United Kingdom")

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000, as amended ("**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

5. Selling Restrictions Addressing Additional Netherlands Securities Laws

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not make an offer of Notes which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms in relation thereto to the public in The Netherlands in reliance on Article 3(2) of the Prospectus Directive unless:

- (i) such offer is made exclusively to legal entities which are qualified investors as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, the "**FMSA**") and which includes authorised discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in The Netherlands; or
- (ii) standard exemption logo and wording are disclosed as required by article 5:20(5) of the FMSA; or
- (iii) such offer is otherwise made in circumstances in which article 5:20(5) of the FMSA is not applicable,

provided that no such offer of Notes shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expressions (i) an "**offer of Notes to the public**" in relation to any Notes in the Netherlands; and (ii) "**Prospectus Directive**", have the meaning given to them above in the paragraph headed with "**European Economic Area**".

6. Japan

Each Dealer has acknowledged that the Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Law**"). Each Dealer has represented and agreed that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan except only pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law and any applicable laws, regulations and guidelines of Japan.

GENERAL INFORMATION

Application has been made to the Commission, which is the Luxembourg competent authority for the purpose of the Prospectus Directive for its approval of this Prospectus. By approving a prospectus, the Commission shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the issuer.

Interests of Natural and Legal Persons involved in the Issue/Offer

Certain of the Dealers and their affiliates may be customers of, borrowers from or creditors of BASF, BASF Finance and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for BASF, BASF Finance and its affiliates in the ordinary course of business. Furthermore, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers or Issuers' affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuers routinely hedge their credit exposure to the Issuers consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions, which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Authorisation

The board of executive directors of BASF (*Vorstand*) has authorised the establishment of the Programme by a resolution on 21 August 2007. Each issue of Notes under the Programme has to be authorised by resolution of the board of executive directors of BASF.

The Board of Managing Directors of BASF Finance has authorised the establishment of the Programme by resolution on 5 September 2007. Each issue of Notes under the Programme has to be authorised by resolution of the Board of Managing Directors of BASF Finance, which in turn has to be approved by a resolution of the general meeting of shareholders of BASF Finance.

The increase of the programme amount has been authorised by the board of executive directors of BASF (*Vorstand*) by a resolution on 14 August 2009 and by the Board of Managing Directors of BASF Finance by a resolution on 1 September 2009.

Listing and Admission to Trading

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Prospectus to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange.

Clearing Systems

The Notes have been accepted for clearance through Clearstream Banking AG, Frankfurt am Main ("**CBF**"), Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear**"). The appropriate German securities number ("**WKN**") (if any), Common Code and ISIN for each Tranche of Notes allocated by CBF, CBL and Euroclear will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

Documents on Display

So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available free of charge during normal business hours from the registered office of

the relevant Issuer and from the specified office of the Fiscal Agent for the time being in Frankfurt am Main:

- (i) the constitutional documents (with an English translation where applicable) of each of the Issuers;
- (ii) the audited consolidated annual financial statements of BASF in respect of the financial years ended 2011 and 2010 and the unaudited consolidated financial statements of BASF as of 30 June 2012;
- (iii) the audited annual financial statements of BASF in respect of the financial years ended 2011 and 2010;
- (iv) the audited annual financial statements of BASF Finance in respect of the financial years ended 2011 and 2010 and the unaudited financial statements of BASF Finance as of 30 June 2012;
- (v) a copy of this Prospectus;
- (vi) any supplement to this Prospectus;
- (vii) the Guarantee.

In the case of Notes listed on the official list of and admitted to trading on the regulated market of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In the case of Notes publicly offered in one or more member states of the European Economic Area other than the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of BASF group (www.BASF.com).

DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference

The following documents which have been published or which are published simultaneously with this Prospectus and filed with the Commission shall be incorporated in, and form part of, this Prospectus:

- (a) the published audited consolidated annual financial statements of BASF Group (English language version) dated 31 December 2011 and 31 December 2010, in each case including the auditor's report thereon;
- (b) the published audited unconsolidated annual financial statements of BASF (English language version) dated 31 December 2011 and 31 December 2010, in each case including the auditor's report thereon;
- (c) the Financial Report 2011 of BASF Finance as well as the auditor's report thereon and its Financial Report 2010 including the auditor's report thereon;
- (d) the published unaudited consolidated financial statements of BASF Group as of 30 June 2012;
- (e) the Semi-Annual report 2012 of BASF Finance;
- (f) Schedule 5 of the Amended and Restated Fiscal Agency Agreement dated 14 September 2012 (the "**Agency Agreement**") between BASF, BASF Finance and Deutsche Bank Aktiengesellschaft acting as Fiscal Agent and Paying Agent.

Cross-reference list of Documents incorporated by Reference

Page	Section of Prospectus	Document incorporated by reference
38	BASF Group, Financial Information	Financial Report 2010 of BASF Group (p. 135 – p. 194) Balance Sheet, (p. 139) Income Statement, (p. 137) Cash Flow Statement, (p. 140) Notes, (p. 142 – p. 194) Auditors' Report, (p. 135) Financial Report 2011 of BASF Group (p. 140 – p. 202) Consolidated balance sheets, (p. 144) Consolidated statements of income, (p. 142) Consolidated statements of cash flows, (p. 145) Notes, (p. 147 – p. 202) Auditors' report, (p. 141) Interim First-Half-Results 2012 of BASF Group (p. 17 – p. 36) Balance Sheet, (p. 19) Statement of Income, (p. 17) Statement of Cash Flows, (p. 20) Notes, (p. 24 – p. 36)
38	BASF SE, Financial Information	Financial Report 2010 of BASF SE (p. 29 – p. 65) Balance Sheet, (p. 30) Income Statement, (p. 29) Notes, (p. 31 – p. 64) Auditors' Report, (p. 65) Financial Report 2011 of BASF SE (p. 29 – p. 64) Balance Sheet, (p. 30) Statement of Income, (p. 29) Notes, (p. 31 – p. 63) Auditors' Report, (p. 64)

72	BASF Finance, Financial Information	Financial Report 2010 of BASF Finance Balance Sheet, (p. 7 – p. 8) Income Statement, (p. 9) Cash Flow Statement, (p. 10) Notes, (p. 11 – p. 31) Auditors' Report, (p. 32)
		Financial Report 2011 of BASF Finance Balance Sheet, (p. 6) Profit & Loss Account, (p. 7) Cash Flow Statement, (p. 8) Notes, (p. 9 – p. 26) Auditors' Report, (p. 27)
		Semi-Annual report 2012 of BASF Finance Balance Sheet, (p. 7) Profit & Loss Account, (p. 8) Cash Flow Statement, (p. 9) Notes, (p. 10 – p. 25)
75/ 92/ 108/ 127	Sets of Terms and Conditions of the Notes	Schedule 5 of the Agency Agreement

Any information not listed in the cross-reference list but included in documents incorporated by reference is given for information purposes only.

Availability of incorporated Documents

Any document incorporated herein by reference can be obtained without charge at the offices of BASF and BASF Finance as set out at the end of this Prospectus. In addition, such documents will be available free of charge from the principal office in Luxembourg of Deutsche Bank Luxembourg S.A. (the "**Luxembourg Listing Agent**") for Notes listed on the official list of and admitted to trading on the regulated market of the Luxembourg Stock Exchange and will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

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