

Safety is a top priority at BASF. We always prioritize safety and take responsibility for the well-being of our employees, contractual partners and customers. We have been working at the Schwarzheide site for decades with basic safety rules that are nonnegotiable: BASF's Life-Saving Rules.

Compliance with these rules is consistently pursued.

1. Purpose

This document regulates the preparation of quotations, order processing, invoicing and complaint processing when services are provided by third parties for BASF Schwarzheide GmbH.

2. Scope of application

The provisions of this document apply to all the client's orders that concern the execution of services by third parties for BASF Schwarzheide GmbH and, unless otherwise agreed, apply to all transactions with the client.

3. Terms

Client: BASF Schwarzheide GmbH

BASF representatives: authorized employees of BASF Schwarzheide GmbH who are entitled to place orders with contractor representatives, monitor and accept the execution of the work.

Contractor: the company performing the work

Contractor representatives: authorized employees of the contractor who are entitled to accept orders from BASF representatives as well as to instruct and monitor their own employees as well as those of the subcontractors. In addition, they are entitled to receive permits and to pass them on to employees who implement the order on site. (e.g., service fitters)

Third parties: subcontractors commissioned by the contractor and other third parties who are not part of BASF Schwarzheide GmbH

4. Description

4.1 Contractual basis

The regulations and documents listed below in their currently valid version form the basis of the contracts:

- a. Contracts for work and services concluded between the client and the contractor
- b. Specification / service descriptions, technical drawings
- c. Conditions of purchase of BASF SE and affiliated companies based in Germany
- d. These conditions for the execution of services by third parties for BASF Schwarzheide GmbH
- e. "Site regulation of BASF Schwarzheide GmbH"
- f. Scaffolding file "Obligations of users when entering scaffolding"
- g. Trade-specific BASF company standards and guidelines
- h. Entry rules of the unit concerned from the client
- i. Confirmation of connection usage in accordance with the German low voltage connection ordinance (NAV)
- j. Electricity supply contract for the execution of services by third parties on the site
- k. Accident prevention regulations of the responsible employers' liability insurance association
- l. Applicable laws and regulations within the scope of the agreed transactions, DIN and European standards, technical regulations and rules
- m. All other regulations specified in the contract for work or services or in the agreement/order

The documents listed under items c. to j. can be downloaded from the Partner Portal and must be retrieved by the contractor. Terms and conditions of the contractor deviating from these only apply after written acknowledgment by the client's purchasing department. Should individual provisions of these terms and conditions be invalid for the execution of services by third parties,

Conditions for the execution of services by third parties for BASF Schwarzheide GmbH

regardless of the legal reason, the remaining provisions of these terms and conditions for services remain unaffected.

By agreement of the contracting parties, invalid or unenforceable provisions are to be replaced by provisions through which the economic success desired by the parties can be achieved in a legally valid and enforceable manner.

All ancillary agreements and amendments to the contract must be made in writing.

4.2 Offers

- a. The contractor must prepare the offers on time with all necessary documents to be handed over.
- b. Offers must comply in all respects (form and content) with the requests made by the client. Alternatives must be provided separately with a detailed description. These deviations must be expressly pointed out in the cover letter.
- c. Pricing must take into account all factors and circumstances that are relevant to the provision of services and cause costs.
- d. If the scope of the contract includes systems for handling water-polluting substances in accordance with Section 62 of the German water management law [WHG] or if work is to be carried out on such systems, the contractor must be qualified as a specialist company in accordance with Section 62 WHG. The specialist company certificate must be handed over to the client before the contract is awarded.
- e. Submission of the offer must be preceded by a site visit, if necessary. Obstructions caused by road and rail traffic in the plant, influences caused by operation, restrictions caused by existing explosion and fire protection or pipe and cable routes, transportation routes and transportation vehicles, type and location of the construction site facilities and transportation vehicles, storage areas, energy requirements must be agreed with the client's construction and assembly management or project management. Additional claims based on lack of knowledge of the local conditions are not taken into account.
- f. When preparing the offer, all price-relevant points from item 4.3.5 "Deliveries and services of the client" must be taken into account.
- g. Construction site facilities and construction equipment as well as industry-standard tools and equipment must be kept available for up to 2 months beyond the specified date without additional costs for the client. This regulation does not limit the liability for delays in performance caused by the contractor.
- h. Provision, reservation and maintenance of all electrical equipment from the construction site power supply point, such as equipment for offices, accommodation and material rooms, electrical work equipment, for the lighting required to carry out the work and the workplace lighting must be included in the price.
- i. The contractor's scope of services includes setting up, dismantling and provisioning scaffolding up to a working platform height of 2 m above ground or floor level.
- j. The contractor must apply to the client for the necessary telephone connections.
- k. The contractor provides the necessary portable fire extinguishers.
- l. The contractor must set up, provide and dismantle the necessary site safety devices.
- m. Over- or under dimensions/performance does not result in any changes to the unit prices and the negotiated and contractually agreed factors.
- n. Supplementary offers are to be calculated on the basis of the main offer.

All reductions, bonuses and discounts granted in the main offer also apply to supplementary offers and services performed on an hourly basis.

4.3 Order processing

When planning and executing construction projects, the requirements in accordance with Section 2 of the German Construction Site Regulation (BaustellV) must be taken into account.

4.3.1 Construction and assembly or project management of the contractor

- a. The contractor must draw up a detailed schedule for its services to be provided before the start of the service on the basis of the key data specified by the client (overall schedule). This must be maintained on a permanent basis and agreed with the client.
- b. The contractor must provide the construction and assembly management or project management with a list of the planned deployment of personnel for information purposes before the start of the service and provide evidence of the required professional qualification of the personnel deployed.
- c. The contractor must hand over the required test reports, certifications and approvals together with execution drawings to the client's construction and assembly management or project management before the start of the order if these are not provided by the client.
- d. The contractor must carry out the services under its own responsibility in accordance with the recognized rules of technology, the statutory, official and operational regulations.
- e. No later than at the time of the order confirmation, the contractor must designate their responsible construction and assembly or project manager and their deputy as well as a person responsible for safety on the construction site in writing to the client's construction or assembly management.
- f. The setup of the construction site facilities requires the consent of the client. Stackable containers or lightweight buildings must be used in a non-flammable version.
- g. Insofar as the contractor detects that service deadlines, interim and final deadlines have been exceeded, it is obliged to inform the client of this immediately and to take all necessary measures to achieve the fastest possible completion.
- h. The contractor undertakes to provide the client with information on the status of preproduction and production at the client's request.
- i. A construction log must be kept and submitted to the client's construction and assembly or project management for inspection at least once a week.
- j. The start and end of the daily working hours must be adjusted to the client's normal working hours.
Standard working hours: Monday to Thursday from 7.00 a.m. to 4.00 p.m., Friday from 7.00 a.m. to 2.45 p.m.
If the contractor wishes to carry out work outside this time frame, this requires the prior consent of the client's construction and assembly or project management as well as an application to plant security ("Notification certificate for work outside normal working hours" form).
The standard working hours may vary depending on the project; the respective contractual agreements then apply.
It cannot be ruled out that regular working hours may be defined by organized shift operation, for example from 6.00 a.m. to 10.00 p.m., or even 3-shift operation may be organized.
The contractor is responsible for compliance with the German Working Hours Act.
- k. Work on construction or assembly sites may only be carried out in accordance with the execution documents approved by the client or its representative.

- l. All planning and execution documents prepared under the responsibility of the contractor must comply with the contractual agreements. Accordingly, all documents must be checked by the contractor, regardless of the creator, by a specially appointed employee of the contractor. This check must be noted and confirmed by hand, e.g., in the drawing header. The client approves the execution of all documents by endorsement, without, however, discharging the contractor from its responsibility for contractual and professional execution. The client's endorsement does not constitute a complete check for correctness.
- m. Subcontractors, follow-up contractors (hereinafter referred to as subcontractors) may only be used to carry out the work at the client's premises with the prior written consent of the client. Further comments under 4.3.2. "Deployment of subcontractors".
- n. Insofar as the contractor uses third parties (e.g., subcontractors) for the execution of the orders placed by the client, it must oblige them to comply with these conditions to the same extent and ensure that they comply with them.
- o. The contractor undertakes to notify the client in good time of any work that requires a permit.
- p. In the event of changes to the task or extension of the order content, the work in question must not be started until the order change has been submitted in writing.

4.3.2 Further obligations of the contractor

Each contractor must submit a self-declaration to the client for deployment on the BASF Schwarzheide GmbH site. In this document, the contractor names their occupational health and safety management system and, if necessary, adds certificates as evidence.

A valid site ID card is required to enter the site. The contractor provides this for its employees and, if necessary, for employees of subcontractors. Before the ID cards are handed over to the respective employee, the employee must pass an initial test, which is carried out electronically at the ID office. In the event of repeated failure to pass this test, the employee will be denied access to the site.

The site ID card must always be carried and – as far as possible – worn openly. Exceptions may be permitted for certain work areas.

All relevant information needed by the contractor for his work on site will be made available in the Partner Portal. In a publicly accessible area, the contractor receives the basic information for the first steps on site.

In the non-public area of the portal, the contractor receives further information, for example on entry regulations for the various plants, security information, and much more.

If required and on request, the contractor receives the access data for activation from the client's responsible system administration (see "Contact" on the publicly accessible page).

Deployment of subcontractors

The client assumes that the services will generally be provided by the contractor's own personnel. In exceptional cases, e.g., to cover peak requirements, the deployment of subcontractors / leasing companies is permissible.

The deployment of subcontractors (including multi-level subcontractors, i.e., sub-subcontractors, etc.) is subject to approval. The release is granted by the responsible employee from the client.

Contractor's duty to provide information

The contractor must notify the client of all vicarious agents before entering the site, with the necessary individual documents. In the course of the electronic advance notification of its vicarious agents required for this, the contractor must truthfully state the underlying form of the employment relationships. In this respect, the client reserves the right to review the relevant contractual framework on a random basis – taking into account the data protection provisions.

When fulfilling the contract, the contractor must comply with the statutory provisions on combating illegal employment, in particular in the manifestations of undeclared work (German Law on Combating Illegal Employment), illegal supply of temporary workers (German Law on the Regulation of Commercial Temporary Employment), illegal employment of foreign nationals [Section 284 et seq. SGB III (German social security code) employment promotion as well as the foreign nationals law (AuG)], as well as the provisions on benefits fraud.

Furthermore, the contractor and the above-mentioned companies it deploys (leasing companies, subcontractors) must comply with all relevant tax regulations. This also includes the provisions on the limited tax liability of foreign companies that work in the Federal Republic of Germany for more than six months.

If the client is held liable by the contractor or a subcontractor as a result of a violation of existing tax provisions, in particular Section 25 of the German turnover tax law (UStG), the contractor must now indemnify the client from these claims.

The intended deployment of subcontractors is indicated with the submission of the offer (designation of the trade and the full company address). The target subcontractor quota is generally a maximum of 20%. Deviations must be agreed with the client before the employees are deployed and are subject to approval (taking into account the corresponding lead times in the plant access portal) and submission of the necessary documents.

The subcontractor must meet the same safety and quality requirements as the contractor (submission of certificates). The contractor undertakes to contractually pass on all obligations imposed on it to its subcontractor, and to control and enforce these obligations.

The supervisors or company representatives of the subcontractors must be able to communicate verbally and in writing in German.

The client's responsibility for site safety implies that the contractor must have knowledge and oversight. For the deployment of subcontractors, it follows that:

- Key points must be defined, documented, implemented and monitored in the process organization.
- It is necessary for the required safety monitoring to be presented in writing by each subcontractor involved and for the supplementary safety monitoring to be described and presented by the contractor.
- Each subcontractor involved must assign a person responsible with powers. The contractor must check this.
- The following must be regulated: Who instructs whom – who trains whom – how is this checked/documentated ... etc.

In the case of approved deployment of subcontractors, the integration into the chain of responsibility and the representation in the organizational chart must be presented.

Updates must be submitted to the client without being requested to do so.

The minimum supervisory representation to be observed by the contractor (number of vicarious agents identified in the

organizational chart as qualified with supervisory function in a contract compared to the number of vicarious agents used in this contract) for framework orders is 1:10. The vicarious agents with supervisory functions must speak and write German and manage the team as an authorized representative of the contractor. If they leave the workplace, the entire team must interrupt the work and, if necessary, leave. Further details are to be specified when defining the work in the company.

Supervisors must be made recognizable by wearing a red helmet.

Over and above the statutory obligations, the following applies: The contractor is obliged to inform its employees of the content of the valid

- site regulations of BASF Schwarzheide GmbH
- safety instructions for the site in question and
- entry rules of the relevant unit of the client.

Personal powers of attorney, competences and qualifications as well as powers as a company representative on site must be proven by the contractor with a personal safety logbook, which is provided by the client if necessary. The contents of the personal safety logbook can be found on the Partner Portal / Forms and Templates / Deployment of Contractor Employees. Upon request, certificates (originals), proofs of qualification and work permits or social security cards of all the contractor's personnel must be submitted to the responsible employees (insofar as legally permissible).

Upon conclusion of the contract, the contractor must name the authorized contractor representatives in writing and inform the client (or BASF representative) thereof. Contractor representatives must have knowledge of risk assessments and working in chemical production facilities and the typical hazards associated with them. When working in the client's areas, they carry out the risk assessment on site together with the client.

If additional chemical-typical precautionary examinations are required for the implementation of a project, these must be verified at the request of the client. These precautionary examinations must be carried out at the contractor's expense prior to commencing work and can be commissioned by the client's site medical service.

4.3.3 Client's construction and assembly or project management

- a. The contractor must follow the client's organizational instructions.
- b. The client's construction and assembly or project management is responsible for clarifying technical questions in the context of order processing.
- c. The client's responsible construction and assembly or project management have the authority to issue instructions to the contractor and its personnel, insofar as this is required for occupational safety.
- d. Within the scope of the "German Construction Site Regulation" (BaustellV), the "German Rules on Occupational Health and Safety on Construction Sites" (RAB) are monitored and enforced by a health and safety coordinator appointed by the client. They are authorized to issue instructions to all parties involved in the construction with regard to occupational health and safety issues.

4.3.4 Execution and testing of welding work

- a. Welding work must be carried out in accordance with the applicable binding regulations and technical rules of the client.
- b. Only welders who are in possession of a welding examination valid for the work task in question and whose skills have been tested by the Welding Competence Centre may be used to

- carry out welding work. The contractor must provide evidence of the required skills and approvals with original documents.
- c. Non-destructive material tests must be agreed in advance with the client's Welding Competence Centre. The contractor is responsible for compliance with the required testing. X-ray or gamma radiation radiographic testing can lead to operational disruptions with production stoppages. Each test must be registered in advance with the "Materials Technology" Competence Centre.

4.3.5 Deliveries and services of the client

Subject to the provisions in the contractual framework in accordance with item 4.1, the client provides the following free of charge at construction and assembly sites for the purpose of carrying out the construction and assembly services and to the exclusion of any liability or warranty, in particular for uninterrupted delivery and quality assurance:

- a. The required connections for power such as electrical power, water, compressed air, nitrogen and steam are routed up to 50 m to the construction site.
- b. The use of electrical power at the site is not permitted without the prior consent of the client. The contractor must inform the responsible BASF representative in advance which electrical power consuming devices it will use at the site and state the expected electrical power consumption. This also applies to the deployment of subcontractors. The use of electrical power is only permitted within the meaning of the German Renewable Energies Law (EEG) and here in particular in compliance with Section 62 b EEG – delimitation of third-party quantities – or other provisions replacing or supplementing it.
- c. The provision of energy for rented office and social spaces, workshops and open spaces is subject to a charge.
- d. The client must provide all necessary forms, such as for permits. Respirators and special protective equipment must be provided by the client.
- e. Mobile lifting equipment can be provided by separate agreement with the client.

Careful handling of material provided by the client must be ensured.

Residual materials remain the property of the client and must be returned after completion of the work.

The client reserves the right to check the material consumption in connection with the commissioned service.

If the scaffolding required for the work above a working platform height of 2 m is not part of the contractor's scope of services, this must be set-up, modified and dismantled by the client. If the contractor uses scaffolding provided on the client's premises, the statutory provisions and the client's provisions apply, in particular in accordance with the scaffolding file. After completion of the work, the scaffolding must be handed over by the contractor in a clean state. Additional scaffolding costs caused by the contractor are borne by the contractor.

4.4 Delivery of construction and assembly material

Before delivery of the construction materials or assembly parts, the contractor must coordinate the storage location with the client's construction or assembly management.

Truck check-in

Monday to Thursday: 6.30 a.m. – 3.00 p.m.
Friday: 6.30 a.m. – 1.45 p.m. Incoming goods control center:
Gate 4, Schipkauer Strasse

Deliveries to the contractor must be sent to the following address:
Name of the contractor/recipient

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if necessary, construction site, building / block of the goods recipient
State the order number in the shipping documents

BASF Schwarzheide GmbH Gate 4
Schipkauer Strasse 1
01986 Schwarzheide, Germany

Access via Schipkauer Strasse.

Personal protective equipment:

The following items of personal protective equipment must be worn when entering the plant:

- Safety shoes in accordance with DIN EN ISO 20345-S2 (closed low shoes without air holes, substructure electrostatically conductive), body-covering clothing
- Safety goggles
- Safety helmet and
- Other personal protective equipment due to legal or operational requirements in accordance with the respective risk assessments

In the absence of one or more of these items, the client reserves the right to turn away the driver and the contractor's employees deployed to provide the service. The contractor must inform the freight forwarders it commissions accordingly and ensure compliance with environmental protection and safety regulations at the client's site.

4.5 Acceptance of services, assumption of risk, invoicing

- a. As soon as the contractor has provided the contractually agreed service, the client must be informed of this in writing.
- b. The contractor and the client may demand acceptance of the service within 30 days of the contractor having performed its service.
- c. The client's construction, assembly or project management has the right to reject any delivery and/or service that does not comply with the contractual agreements or has not been carried out properly and professionally. In this case, the client is entitled to refuse acceptance and to demand proper performance in accordance with the contractual conditions at no additional cost. The right to assert rights in the event of defects remains unaffected by this.
- d. The client is entitled to check or accept the execution of the service, including in the workshops of the contractor and its subcontractors. The contractor must cooperate in the acceptance and provide the facilities, tools and services required for the inspection free of charge without separate remuneration.
- e. After the service has been provided and accepted by the client, invoicing must be initiated promptly, at the latest within 14 days of acceptance of the service. Partial settlements are not permitted unless expressly agreed in this way or prescribed by law.

4.6 Acknowledging performance

- a. The contractor must have the services performed confirmed in writing by the person requesting the service (BASF representative).
- b. Additional services must be agreed and shown separately in the invoices (measurements) (see also 4.3.1 (p)).
- c. The contractor's costs for the IT settlement are not reimbursed separately.
- d. The recording and invoicing of services is carried out on the contractually agreed basis. If errors are detected during service invoicing, the invoice is rejected. Rejections are documented and are included in a company evaluation. The client reserves the right to take further legal action in the event that incorrect invoices are repeatedly issued.

- e. Services which are remunerated on the basis of time spent require prior instruction from the client.
 - f. Waiting times and downtimes for which the client is responsible and which are not foreseeable must be reported to the client's construction or assembly management at the latest on the following working day and confirmed in writing by them.
 - g. Overtime, Sundays and public holiday bonuses are only remunerated if remuneration has been agreed according to the time spent, the corresponding overtime, Sundays or public holiday work has been performed at the request of the client, and confirmed in writing by the client.
If these conditions are met, the following surcharges are granted, unless otherwise agreed:
- e. The client has taken out construction and assembly insurance for the contractor's construction and assembly services. Third-party liability damages are not insured under this contract. The aforementioned points apply here.

Calculation of surcharges

for the calculation of surcharges, the agreed hourly wage is (in the case of the application of specifications: the respective hourly wage of the relevant position of the offer specifications).

- 1. Surcharge for overtime outside normal working hours in accordance with item 4.3.1 j*:
25%
- 2. Surcharge for work on Sundays and public holidays*:
60%
- 3. Surcharge for irregular night work (10.00 p.m. to 6.00 a.m.):
25%
- 4. Surcharge for work on 24 December from 1.00 p.m.:
100%
- 5. Surcharge for high holidays:
150%

*If several surcharges are combined, only the highest surcharge is paid.

The current BASF form provided must be used to provide evidence of the facts listed under d. to g. Evidence must be submitted on the same day, at the latest on the following working day.

The services must be documented precisely, comprehensibly and in detail on a daily basis and confirmed by the BASF employee working on site, e.g., construction and assembly management of the client, order coordinator or operating personnel (plausibility check). No special authorization is required for this confirmation "Plausibility check by a BASF employee working on site".

The "Confirmation by BASF representative" may only be issued by the BASF representative after checking the information.

4.7 Insurance

- a. The contractor is obliged to insure the property it has contributed and that of its workers and other agents in an appropriate manner. The client assumes no responsibility or obligation in this regard.
- b. In addition, the contractor must take out liability insurance in the amount and scope contractually agreed; in the absence of a corresponding deviating agreement, the scope of coverage of the liability insurance must be at least EUR 5 million and in accordance with standard market insurance conditions.
- c. Upon request, the contractor has to provide the client with evidence of the scope of cover and the insurance conditions of the liability insurance. The conclusion of liability insurance does not limit the scope of the contractor's liability or limit it to the insurance coverage.
- d. Objects loaned and rented by the client to the contractor are insured by the client against fire and explosion damage.