

### 1. General

**1.1** These general conditions of purchase form an integral part of all (future) contracts on deliveries and services between the supplier of goods or the service provider, respectively, (hereinafter "Contractor") and the BASF entity placing the order (hereinafter "Principal"). These general conditions of purchase shall apply if and to the extent that no other terms have been agreed in writing between the Principal and Contractor. Any supply of goods or the commencement of the provision of services by the Contractor shall be proof of Contractor's acceptance of these general conditions of purchase without reservation.

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

### 2. Offer

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

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

**2.3** Offers must be definite, detailed and complete.

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

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

**3.2** If the Contractor recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Principal in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Principal of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights or claims of the Principal due to late or partial delivery of goods / provision of services. The Principal may at any time thereafter, without prejudice to its other remedies, elect to terminate the contract.

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

**3.4** If any documents are being prepared by the Principal to enable the Contractor to carry out the contract, it is the responsibility of the Contractor to request these documents or other support to be provided by the Principal according to the contract in due time.

### 4. Sustainability

**4.1** The Principal conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). The Principal has described its understanding of the ESG Standards in the Supplier Code of Conduct (<http://www.basf.com/supplier-code-of-conduct>). The Principal expects the Contractor to adhere to the ESG Standards. Furthermore, the Principal calls upon the Contractor to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Principal shall have the right to check adherence to the ESG Standards, either itself or through third parties that it commissions, with prior notice.

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

### 5. Quality

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

### 6. Inspection and Acceptance

**6.1** The Principal and its authorized representatives have the right to inspect the premises of the Contractor where goods are being manufactured during usual business hours and on reasonable prior notice, to better assure the Principal of the quality of the goods to be supplied under the contract. The Contractor and the Principal shall each bear its own costs as a result of such inspection.

**6.2** Principal's inspection of any part of the goods, or failure to inspect, shall in no way affect Contractor's obligation to deliver the goods in accordance with all the terms of the contract, neither will such inspection, or failure thereof, constitute a waiver of any contractual or legal right of the Principal.

**6.3** Acceptance of all or part of the goods and services shall be documented in an acceptance certificate to be issued by the Principal (or in such other way as the parties agree in writing). Use or acceptance thereof, or payment therefor, or failure to notify the Contractor promptly, shall not waive or affect the Principal's rights hereunder.

### 7. Use of Subcontractors

Third parties (in particular any subcontractors) may only be employed or replaced by the Contractor with the Principal's prior written consent. If the Contractor intends to use subcontractors to perform the contract from the outset, the Contractor must inform the Principal of this when submitting its offer. The contractual obligations of the Contractor are not altered by the act of subcontracting.

The Contractor shall (i) ensure that its subcontractors observe the requirements of these general conditions of purchase; and (ii) remain liable to the Principal for any act or omission of its subcontractors.

## **8. Delivery, Shipping, Packaging, Passing of Risk**

**8.1** Unless agreed otherwise, the delivery of goods shall be made "DAP to the Place of Destination (Incoterms 2010)". Unless agreed otherwise, the delivery shall be accompanied by two copies of the delivery note, the packing list, cleaning and inspection certificates according to the agreed specifications and all other necessary documents. If known, the following details must be given in all shipping documents and – for packaged goods – on the outer packaging too: purchase order number, gross and net weight, number of packages and type of packaging (disposable / reusable), completion date as well as Place of Destination (unloading point) and consignee. For projects, the complete job number and assembly building must be given as well.

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

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

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

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

**8.6** The Contractor shall package, label and ship hazardous products according to the applicable national and international laws and regulations. A safety data sheet (in English and / or any other language required by the Principal) is to be handed over to the Principal. In the event of failure to comply with these requirements, Contractor may be held responsible and liable to the relevant authorities for all consequences resulting therefrom.

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

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

## **9. Origin and Status of Goods**

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

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

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

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

**10.2** The Contractor warrants that:

(a) neither it, nor its employees and / or agents and / or subcontractors has offered and will offer any gifts to the directors, officers or employees of the Principal;

(b) it shall provide all permits, certificates and licenses that may be required for the performance of the contract or the utilization of the goods and services delivered;

(c) all goods, services and documents are delivered free of any liens, encumbrances, restrictions or charges of any third party and the Principal shall have good title in such goods, services and documents;

(d) the quantity, quality and specifications of goods and / or services will conform to the contract or as agreed by the Principal. The Principal may reject any goods or services which are not in accordance with the contract, and shall not be deemed to have accepted any goods or services until it has had a reasonable time to inspect them following delivery or performance or, if later, within 60 days of becoming aware of such defects;

(e) it shall comply with all applicable laws and regulations relating to the manufacture, packaging, packing, sale and delivery of the goods and the provision of the services; and

(f) the goods and services will be fit for the purposes for which they are intended as evidence in the order and in any drawings and specifications therein.

**10.3** In the event of any defects, the Principal has the right to demand rectification of such defects according to applicable law. The mode of rectification shall be at the Principal's discretion. The rectification location shall at Principal's option be either the Place of Destination or the place of acceptance, if acceptance is legally required or contractually agreed, or another delivery location for the goods if this was known to the Contractor when the contract was concluded. The Contractor shall bear the cost of rectification (including, but without limitation, all costs for assembly, disassembly and transport) and must execute rectification in all respects in accordance with the Principal's instructions and requirements. If (i) rectification does not take place within an appropriate period of time, (ii) rectification has failed, or (iii) it is not necessary to fix a grace period for rectification, the Principal shall be entitled to claim further legal rights in the event of defects.

**10.4** If rectification does not take place within an appropriate period of time, if it has failed, or if it is not necessary to fix a grace period for rectification, the Principal has the right, in addition to the rights named in clause 10.3, to remedy the defects itself at the cost and liability of the Contractor, or allow this work to be undertaken by third parties. The Principal is in this case entitled to demand compensation from the Contractor for the resulting cost, expense and / or damages incurred by the Principal. A grace period for rectification is particularly unnecessary if there is a danger of unreasonably high damages and the Contractor cannot be reached. In addition, the applicable law shall apply. Any additional rights of the Principal concerning the Contractor's statutory liability for defects or under any guarantees shall remain unaffected.

**10.5** Claims under warranty shall be valid if made within thirty (30) months after the passing of risk unless a longer expiration period is prescribed by the law. The warranty period for rectified goods or re-provided services shall be extended by a period equal to the time period between a complaint made in respect of a defect and the remedying of such defect. The Principal shall not be deemed to have waived any of its rights to make claims under warranty in the absence of an express written waiver.

#### **11. Infringing Property Rights**

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

#### **12. Late Delivery**

**12.1** Should Contractor fail to make delivery on time specified in the Principal's order of all or any parts of goods / services (including the documentation), the Principal may agree in writing to postpone the delivery. In such case, the price of the goods/services concerned in the late delivery shall be reduced at a rate of 0.5% for every seven days, provided that the aggregate reduction shall not exceed 5% of the total value of the contract. Odd days less than seven days should be counted as seven days.

**12.2** With reference to clause 8.2 and without prejudice to clause 12.1, in case the documents and / or information necessary to complete and lodge a true import declaration are not provided by Contractor upon arrival of the goods at the designated place for customs clearance, Principal shall be entitled to recover and / or withhold from Contractor payment for any and all reasonable costs and expenses, incurred, documented and proven caused by the absence of said documents and / or information until such import declaration has been completed and lodged to the relevant authorities.

**12.3** Nothing in this clause shall prejudice any rights of the Principal arising from the late delivery, whether under these terms and conditions or under general law, including the right of termination.

#### **13. General Liability, Insurance**

**13.1** The Contractor shall defend, indemnify and hold harmless the Principal against all liabilities, losses, expenses (including counsel fees) and costs ("Claims") arising from or in connection with (i) any injury to or death of persons, including employees of Contractor or of the Principal, and (ii) loss or damage to property of third parties or of the Principal, resulting from the use or resale of the goods by the Principal, the use by the Principal of any documentation or information supplied by the Contractor and the use of the services by the Principal provided by the Contractor, its employees, its agents or subcontractors or their employees.

**13.2** If several contractors are either collaborating or are working independently of each other on the same work and it is not possible to determine which contractor caused the damage, each contractor shall be jointly and severally liable to compensate the Principal for the full damage.

**13.3** The Contractor shall hold harmless and indemnify the Principal against any claim from third parties. The scope of this obligation will extend to any and all costs suffered by the Principal as a result of claims from third parties such as, but without being

limited thereto, court costs, administration of justice fees, lawyer's fees, surveyor's fees, compensations, fines and convictions in general. If the Contractor suffers damage as a result of actions or negligence by third parties in respect of itself, the Contractor may not address the Principal but shall directly address those third parties.

**13.4** Without prejudice to clause 13.1 – 13.3, the Contractor shall obtain and maintain sufficient liability insurance at its own expense, waiving its right of recourse against the Principal, for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to the Principal upon request. The Contractor's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

#### **14. Invoicing, Payment**

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

**14.2** The Contractor must provide a separate, auditable invoice for each purchase order, which must include all of the legally required information to which the deliveries / services being invoiced are subject. The invoice must include the Principal's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Principal in the purchase order.

**14.3** Unless agreed otherwise or required under the applicable laws, the Principal's payment period is 90 days and such period shall commence as soon as an invoice that meets the applicable value-added tax requirements has been received at the billing address. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to determination of contractual compliance and completeness for the delivery / service provided.

**14.4** Payment by the Principal shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver of the Principal's rights with regard to deliveries made / services provided that differed from those as agreed upon, the Principal's rights to inspection, and the right to find fault with an invoice due to other reasons.

#### **15. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention**

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

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

**15.3** The Principal may assign the rights and obligations under the contract with the Contractor to BASF SE, Ludwigshafen (Rhine), Germany, or to any entity that is directly or indirectly controlled by or under common control of BASF SE, Ludwigshafen (Rhine), Germany, whether by ownership of at least 50% of the voting securities, contract, or otherwise, at any time without the Contractor's prior agreement.

**15.4** The Contractor is only permitted to offset claims that are undisputed or substantiated by court judgement. The Contractor

is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

#### **16. Termination - rescission**

**16.1** In case of a contract for the performance of a continuing obligation such contract may be unilaterally terminated by the Principal without notice for good cause, provided that the Principal compensates the Contractor for what has already been delivered or performed properly and for the cancellation costs demonstrated by the Contractor. No compensation shall be paid for loss of profit or any other consequential loss.

**16.2** Any contract may be unilaterally terminated by the Principal without notice in case of the following:

(a) Contractor is in default of any of its obligations hereunder and such default is not remedied within a reasonable period of time defined by the Principal after written complaint is received by Contractor;

(b) If the Contractor becomes bankrupt, is unable to pay its debts as they fall due, is subject to any threatened or ongoing insolvency or liquidation proceedings, or ceases to carry on business; or

(c) The purchase or use of the goods or the service is or will be either entirely or partly impermissible due to legal or official regulations; or

(d) Contractor (or its subcontractor(s)) is in breach of the standards described under clause 4.1 (e.g. relating to child labor, forced and compulsory labor).

If the Principal terminates the order for just cause and if additional existing contracts with the Contractor cannot be maintained for the same grounds for just cause, the Principal is also entitled to terminate other contracts existing at the time of termination and contracts which have not yet been fulfilled on a pro-rata basis. In such events, the Contractor is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

**16.3** Further rights legally provided to the Principal regarding termination, termination for good cause and rescission from the contract shall remain unaffected by this clause 16.

**16.4** In the event of contract termination, the Contractor must hand over any documents, records, plans or drawings acquired within the scope of the contract and / or for the purpose of fulfilling or due to the contract without further hesitation to the Principal. These requirements apply likewise in the event of rescission.

#### **17. Contractor's Removal Duty in the Event of Termination of Contract**

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

#### **18. Documents, Confidentiality, Rights of Use**

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

**18.2** The review, or failure to review, of any documents by the Principal shall not relieve the Contractor of any of its responsibilities under the contract.

**18.3** Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal

(hereinafter "Principal Documentation") shall remain the property of the Principal and must be returned to the Principal forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Principal Documentation. The Contractor must observe the proprietary rights of the Principal in and to all Principal Documentation.

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

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

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

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

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

**18.8** The Contractor shall grant the Principal irrevocable, unconditional, royalty-free rights of use free from any restrictions as to area, content or time for all plans, drawings, graphics, calculations and other documents related to the contract, in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices, for the contractually agreed purposes or purposes implied as per the contract. This information may have either been prepared by the Contractor itself or by third parties ("Work Results").

**18.9** Moreover, the Contractor shall grant the Principal an exclusive right to use and exploit Work Results that the Contractor created specifically for the Principal or had third parties create for the Principal, and shall obtain any necessary rights from third parties. Pre-existing rights of the Contractor or of third parties shall remain unaffected hereby. The Principal also has the right to grant third parties the same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and revisions.

**19. Publicity Ban, Severability Clause, Applicable Law,  
Place of Jurisdiction**

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

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

**19.3** The contract shall be construed and be subject to the substantive laws of the country in which the Principal has its registered office, with the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and (ii) the applicable law rules of that country on the conflict-of-laws.

**19.4** At the Principal's option the place of jurisdiction shall be either the court competent for the place where the Principal has been incorporated or the court competent according to the applicable law.