

## General Conditions of Purchase of BASF Nederland B.V. and its Affiliated Companies Located in the Netherlands

**These General Conditions of Purchase shall apply to all contracts. Any applicability of general terms and conditions used by the other party is hereby excluded explicitly.**

### 1. General

**1.1** These general conditions of purchase of BASF Nederland B.V. and its Affiliated Companies Located in the Netherlands (hereinafter "General Conditions of Purchase") form an integral part of all (future) contracts on the delivery of goods or the provision of services between the supplier of goods or the service provider, respectively, (hereinafter "Contractor") and BASF Nederland B.V. and any of the affiliated companies of BASF SE located in the Netherlands, respectively, (hereinafter "Principal"). They shall apply if and to the extent that no other terms have been agreed upon and stipulated in the individual contract.

The applicability of any general conditions adopted by the Contractor is hereby expressly rejected. Any terms of business of the Contractor are only valid if and to the extent the written agreement of the Principal is received by the Contractor expressly confirming the Principal's acceptance of the Contractor's terms of business. In particular, any references of the Principal to correspondence from the Contractor containing or referring to the Contractor's terms of business shall not constitute the Principal's acceptance of the applicability to this contract of such terms of business.

**1.2** These General Conditions of Purchaseshall remain valid and shall prevail over any terms of business of the Contractor even if the Principal should accept any goods / services in the knowledge that the Contractor has purported to deliver them on terms of business of the Contractor that deviate from or are in conflict with these General Conditions of Purchase.

### 2. Bid

**2.1** Bids 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 an alternative solution for an inquiry which is technologically or economically superior it shall additionally present this offer to the Principal.

### 3. Delivery Date, Partial Delivery of Goods / Partial 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 the Principal and the Contractor have agreed to a delivery including assembly / service, the delivery of the goods free of any defects shall not be considered to have taken place until the assembly / service has been duly carried out as specified in the contract. If a formal acceptance procedure is stipulated by law or specified in the contract, the time specified for such acceptance shall be adhered to by both parties. Advance deliveries of goods / provision of services or partial deliveries / partial provision of services require the Principal's prior 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 of the Principal related to late or partial delivery of goods / provision of services.

**3.3** If any documents are being prepared by the Principal to enable the Contractor to carry out the order, it is the responsibility of the Contractor to request these documents 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 on the part of the Contractor, either itself or through third parties commissioned by the Principal.

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

### 5. Quality

**5.1** The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. The Contractor shall adhere to a quality management system as per ISO 9000 ff. or to a similar system of equivalent standard upon the Principal's request. The Principal shall have the right to inspect this quality assurance system, either itself or through third parties commissioned by the Principal.

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

### 6. Testing and Inspection in the Course of Contract Fulfillment

**6.1** The Principal shall be entitled to carry out any inspections at any time during the performance of the contract by the Contractor. For this express purpose the Principal is authorized to enter the Contractor's works and visit the installations and facilities relevant for the performance of the contract during the Contractor's usual business hours after giving prior notice. The Contractor and the Principal shall each bear their own costs incurred in conducting any such inspections.

**6.2** Such inspections shall not constitute a waiver of any contractual or legal rights of the Principal.

### 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. There shall be no direct employment relationship whatsoever between the Contractor and/or its personnel, on the one hand, and the Principal, on the other.

**8. Delivery, Shipping, Packaging, Passing of Risk and Ownership**

**8.1** Unless agreed otherwise the delivery of goods shall be made DAP (Incoterms 2010) to the Place of Destination. 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 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 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. The Contractor complies with all obligations for suppliers (pursuant to Article 3 (32) Regulation (EC) No. 1907/2006/EC (hereinafter "REACH")) under REACH with respect to the delivery of goods. The Contractor shall in particular provide the Principal with a safety data sheet according to Article 31 REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) REACH.

**8.7** Up until the actual delivery of the goods specified in the contract together 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 installation / assembly / service, the risk of loss or damage shall pass to the Principal after the installation / 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 deadline for acceptance shall be specified by both parties upon written request by the Contractor. The result of the acceptance inspection shall be documented in an acceptance certificate. 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. Acceptance may not take place in any other manner, especially not through inspections, expert reports, certificates or records of work. Payment of invoice balances is not an indication of acceptance.

**8.9** Ownership is transferred at the time of delivery of the material/goods. Any clause which postpones the transfer of ownership or entails reservation regarding this transfer cannot be raised against the Principal. The unilateral inclusion of a reservation of title clause in the general terms or any other document of the Contractor is not opposable to the Principal, and may be opposed to it only after securing the Principal's written consent.

**9. Origin and Status of Goods**

**9.1** The Contractor declares the non-preferential origin of goods (country of origin) in commercial documents. In addition, the Contractor provides an A.TR movement certificate, if applicable. Upon the Principal's request he will provide a proof / certificate of origin specifying the origin of the goods.**9.2** The goods must comply with the regulations for the preferential origin of goods as per the bilateral or multilateral agreements or the unilateral regulations for the origin of goods pursuant to the Generalized Systems of Preferences (GSP), insofar as the delivery is within the scope of preferential trade.

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

**10.1** The Contractor is responsible for delivering goods and services free of defects, in particular compliance with the agreed specification of goods and services, and, additionally, for ensuring that guaranteed properties and features are present. In addition, the Contractor guarantees that goods and services meet the current technical standards and – if applicable – the generally recognized standards in plant safety, occupational medicine and hygiene; are delivered by qualified personnel and are in line with all pertinent legal regulations. 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 guarantees that all materials contained in the goods have effectively been pre-registered, registered (or exempt from the obligation to register) and – if relevant – authorized in accordance with the applicable requirements of REACH for the uses disclosed by the Principal.

If the goods classified as an article according to Article 7 REACH the preceding sentence shall also apply to substances released from such goods. Moreover the Contractor shall forthwith notify the Principal if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Article 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

**10.3** The Principal shall notify any obvious defects to the Contractor within fourteen (14) days following receipt of the goods at the Place of Destination. Any defects that only become apparent at a later point in time must be notified by the Principal within fourteen (14) days following their identification. The date of sending such notice to the Contractor shall determine whether or not such notice has been validly issued and the Contractor hereby waives its right to object to any delayed notice of defect.

**10.4** 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. For the purposes of the rectification, the goods shall be made available to the Contractor either at the Place of Destination or at the location where the goods were located when defects were identified, according to the Principal's preference. The Contractor shall bear the cost of rectification and must execute rectification in all respects in accordance with the Principal's instructions and requirements. If (i) rectification has not been effected within a reasonable period, (ii) rectification has failed, or (iii) it is not necessary by applicable law to fix a time period for rectification, the Principal shall be entitled to claim further legal rights in the event of defects

**10.5** Should the goods supplied depart from the agreement and the Contractor fail, after being placed in default, to remedy the defects found within the time limit fixed by Principal for this purpose, Principal will be entitled to restore the supplies to the

agreed state, or have them so restored, at the Contractor's expense.

**10.6** The applicable law shall apply regarding defects and limitation of action. Any additional rights of the Principal concerning the Contractor's liability for defects or under any guarantees shall remain unaffected.

### 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 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. 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. Insurance

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

### 13. Invoicing, Payment

**13.1** 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. When using self-billing (evaluated receipt settlement), the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation specified in advance.

**13.2** The Contractor must provide a separate invoice for each purchase order. 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.

**13.3** Unless agreed otherwise the Principal's payment period is 60 days and such period shall commence as soon as an invoice, which 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.

**13.4** 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 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.

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

**14.1** 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.

**14.2** 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.

**14.3** The Principal may assign the rights and obligations under the contract with the Contractor to BASF SE, Ludwigshafen (Rhine) 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.

**14.4** 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.

### 15. Termination, Rescission

**15.1** The Contract may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include:

- A serious breach of duty by the Contractor which is not remedied within a reasonable period of time stipulated by the Principal after the written complaint is received; or
- a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations under the contract and / or to discharge of its tax and / or social liabilities; or
- 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.

If the Principal terminates the contract for good cause and if other existing contracts between the Principal and the Contractor cannot be maintained for the same grounds for good cause, the Principal shall also be entitled to terminate such other contracts existing at the time of termination and contracts which have not yet been fulfilled against a pro rata remuneration for the services already provided. In such events, the Contractor is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

**15.2** If the Contractor has acquired from the Principal any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the contract the Contractor must forthwith hand them over to the Principal in the event of termination of the contract by the Principal. These requirements apply likewise in the event of rescission.

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

In the event of termination of the Contract by the Principal, the Contractor must, at its own expense and regardless of the grounds for termination, forthwith dismantle and remove its plant, tools and equipment. 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.

**17. Documents, Confidentiality, Rights of Use**

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

**17.2** The review of any documents by the Principal shall not relieve the Contractor of any of its responsibilities under the contract.

**17.3** 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.

**17.4** 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, or use it for any purpose other than fulfilling the contract. This obligation shall be subject to any disclosure requirements of a legal, judicial or official nature. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the contract has ended. 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 his/her obligation to confidentiality. The burden of proof for such an exception lies with the Contractor. The Contractor shall ensure that his/her employees and vicarious agents subject to this confidentiality agreement are obliged to confidentiality according to the rules set forth in these General Conditions of Purchase by means of appropriate contractual agreements, too. Upon request, the Contractor shall demonstrate compliance with these obligations to the Principal in writing.

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.

**17.5** The Contractor shall grant the Principal freely transferable 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. This information may have either been prepared by the Contractor itself or by third parties (hereinafter "Work Results"). The Principal has the right in particular to exploit, duplicate and distribute such Work Results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. The Principal also has the right to grant third parties the

same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and/or revisions. The Contractor shall grant the Principal the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of Contract award. The applicable legal regulations shall apply in this regard.

In acquiring licenses and Work Results from intellectual services, especially studies, specifications, user requirement and functional design specifications, specific developments in and customization of software, the Principal has the absolute and irrevocable right to use all such Work Results at the Principal's premises, and at the premises of all affiliated companies pursuant to section 2:24b of the Dutch Civil Code.

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

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

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

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

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

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

**18. Storage of Documents and Support during Reviews**

The Principal has the right to view and make copies or duplicate for its own purposes all documents in connection with the delivery of goods or provision of services during usual business hours. This right remains valid for the statutory safekeeping period – at least three (3) years starting from the date of acceptance or delivery. The Contractor is obliged to provide assistance with reviews. To the extent to which these documents contain confidential information about the Contractor such as Principal internal calculations, agreements or confidential information about business partners and/or employees, the Principal's viewing rights shall be barred.

**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.

**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 Netherlands with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and the Dutch law rules on the conflict-of-laws.

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