

1. Order execution

1.1 The contractor shall perform the work in compliance with applicable laws, statutory rules and regulations and in accordance with good industry practice, using recognized professional standards of engineering and technology and according to the state of the art.

1.2 The engineering services must be provided in accordance with applicable BASF standards & procedures as agreed with the client and taking regional requirements into account.

1.3 If order work must be carried out on BASF's premises, it shall take place between 7:00 a.m. and 6:00 p.m. Monday to Friday. Work on the premises at times other than those specified above requires BASF's prior written consent.

2. Subcontractors and Leasing

The employment of subcontractors or leasing by the contractor must be reported to BASF beforehand in writing and requires prior written consent from BASF. It is not permissible for subcontractors employed by the contractor to further subcontract work.

3. IT

3.1 Should access to BASF's IT systems be required in order to provide the service specified in the contract, the contractor must request this access from the relevant BASF units in writing.

3.2 If the contractor's own IT hardware and software are to be used in connection with access to BASF's IT systems, these must comply with BASF's IT standards and requires prior written consent from BASF.

3.3 The contractor shall provide IT hardware and software for standard PC applications as required for the proper completion of the work. Exceptions to this rule must be agreed with BASF.

3.4 It is not permissible to copy BASF's IT programs.

4. Leasing of office space on BASF's premises

If it is necessary for the contractor to be constantly or predominantly present on BASF's premises in order to provide the service, BASF is willing to lease office space/containers to the contractor - where available - for a fee based on a written rental agreement.

5. Deadlines

The contractor must inform BASF without delay if there is a risk of a deadline not being met and must suggest measures for avoiding and/or minimizing the impact thereof.

6. Acceptance of the engineering service

All engineering services require written acceptance by BASF. As soon as the contractor has provided the engineering service agreed by contract, the contractor must submit a written request for acceptance to BASF.

7. Deviation from the agreed service scope/change order

7.1 The contractor must inform BASF without delay if, while carrying out the order in question, it recognises an addition, reduction, change or other deviation from the agreed service scope (referred to below as "deviations"). The contractor must report in writing such deviations - as well as the resulting consequences with regard to deadlines and finance - in a Change Order.

7.2 BASF will make a written statement regarding the submitted Change Order. Unless otherwise agreed, work on the respective deviation must not be commenced until this written statement from BASF has been received.

7.3 If the above procedure for deviations is not observed, the contractor will forfeit its rights to remuneration of any additional costs incurred as a result of the deviations.

8. Warranty, Liability, Insurance

8.1 The contractor's liability and warranty shall be according to the requirements of German Law including the legal regulations of the German Civil Code (BGB - Bürgerliches Gesetzbuch) relating to work contracts.

8.2 The contractor shall take out and/or maintain a liability insurance policy appropriate for the risks of the services provided.

9. Confidentiality

9.1 In connection with the work, it may be necessary for BASF to reveal technical, scientific, commercial and/or other information to the contractor. All information that the contractor obtains from BASF in writing, verbally, in any other form or by analysing information obtained in the ways mentioned (referred to below as "information") must be treated with complete confidentiality, must not be made accessible to third parties and must not be used for any purpose other than to fulfil this contract.

9.2 The contractor will make the received information available only to employees who need this information in connection with the fulfilment of the contract, and only to the extent that it is necessary. Information may only be passed on if the contractor has obligated the employees beforehand to treat the information confidentially to the extent specified above - where legally possible, also for the period after employees stop working for the contractor. This paragraph applies accordingly with regard to passing on information to any other parties who help the contractor to fulfil the contract.

9.3 The above non-disclosure obligation will cease to apply if the contractor provides evidence that information:

- was already public knowledge or known by the contractor when it was disclosed by BASF, or
- became public knowledge after announcement by BASF through no fault of the contractor, or
- was made accessible to the contractor by a third party without any non-disclosure or non-use obligations, provided that these third parties did not receive the information directly or indirectly from BASF, or
- must be revealed by the contractor to public authorities or in some other way due to mandatory legal regulations, in which case the contractor must inform BASF of this beforehand in writing and must point out the confidential nature of the information when passing it on to the public authorities or when having to reveal it in some other way as required.

9.4 Disclosures made to contractor which are specific shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures which are in the public domain. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain, but shall be deemed to be within the foregoing exceptions only if the combination itself and its principle of operation are in the public domain.

9.5 No property rights, licence rights, rights of use or other rights will be granted through this contract or through the obtainment of information, irrespective of whether or not industrial property rights exist in this regard.

9.6 The contractor undertakes to return all written information - regardless of the form in which it was obtained - as well as all information recorded in other ways - including any copies or samples produced - to BASF without delay at any time when so requested by BASF.

9.7 The non-disclosure obligation also covers any information that is shared with regard to this contract before the contract is actually signed.

9.8 The contractor's non-disclosure obligation will remain in force for the duration of this contract and for an additional period of 10 (ten) years, calculated from the date on which this contract is terminated.

10. Rights of use

10.1 The contractor grants BASF exclusive rights to use all data media, plans, papers, designs, drawings, diagrams, data and other working results and documents created by the contractor on the basis of this contract and the respective individual orders (referred to below as "documents"), with no restriction on time and place and free of charge. In particular, BASF has the right to utilise the documents, change them or have them changed, make them available to third parties in any form or grant rights of use to third parties.

10.2 The contractor must ensure that, when subcontractors or other third parties are involved, these subcontractors or third parties grant the contractor rights of use in the scope described above.

10.3 All documents created by the contractor in connection with this contractual relationship must indicate who created them, must be signed and must bear the endorsement of the authorised representative of BASF.

10.4 All data media, plans, papers, designs, drawings, diagrams and other documents made available to the contractor (referred to below as "BASF documents") will exclusively remain the property of BASF. The contractor undertakes to protect all of these BASF documents against viewing by third parties. The contractor must return the BASF documents to BASF without delay at any time when so requested by BASF. In any case, the BASF documents relating to this contract or the respective individual order must be returned to BASF automatically. No right to retain the BASF documents may be asserted.

11. Cancellation of individual orders

11.1 BASF may terminate the contract or any part thereof at its own option at any time.

11.2 If the individual order is cancelled for a reason that does not involve any fault on the part of the contractor, BASF will be obligated to remunerate any services provided by the contractor up to the time of cancellation provided that suitable evidence of these services is furnished. This shall cover the complete entitlement of the contractor. Any payments already made by BASF will be deducted from the remuneration or be reimbursed. Any documents drawn up by the contractor up to the time of cancellation will be submitted to BASF without restrictions.

11.3 If the individual order is cancelled for a reason that does involve fault on the part of the contractor, BASF will have the right, but will not be obliged, to accept any services

provided by the contractor up to the time of cancellation. If BASF accepts the services provided, the contractor will be remunerated for these services accordingly. If the services are not accepted, the individual order concerned will be revoked. The contractor must refund BASF for any payments that BASF has already made for this individual order. This does not affect any right that BASF may have to claim damages.

12. Safety regulations

12.1 When carrying out the work, the contractor must observe the latest versions of the site regulations as well as the other applicable guidelines and general rules regarding safety, health and environmental protection at BASF. Unless otherwise agreed, the site regulations, guidelines and general rules made available by BASF SE under the URL address http://www.basf.de/rl_sicherheit shall be applied by the contractor. The contractor must ensure that these documents are available to and known to the contractor's staff. The contractor will be informed of any changes in an e-mail sent to the address he has specified. For the purpose of regularly maintaining and updating the set of rules, he must enter his e-mail address in the "Abonnement" (Subscription) field on the above website and delete the entry when this contract is terminated.

12.2 The contractor is responsible for briefing and supervising his employees. However, BASF reserves the right to provide specific instructions with a view to achieving the required work result as well as to monitor progress.

12.3 BASF may issue safety instructions at any time.

12.4 The contractor must provide his employees with the necessary personal protection equipment.

12.5 Any processing costs incurred by the customer as a result of incorrect actions by the contractor's employees or employees of companies working on behalf of the contractor will be borne by the contractor. This will particularly apply if the customer's plant regulations or the safety regulations are violated. The customer has the right to charge the contractor a flat-rate processing fee.

13. Legal venue, applicable law

13.1 The legal venue is Ludwigshafen am Rhein, Germany.

13.2 This contract is subject to German law. The rules of the German Civil Code (BGB - Bürgerliches Gesetzbuch) relating to work contracts also apply.