



General Purchasing Terms of BP Europa SE, Hamburg, Zweigniederlassung BP (Switzerland) Zug for Deliveries and Services

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1. Scope

- 1.1 These General Purchasing Terms (hereinafter referred to as “GPT”) apply to all orders, assignments, and agreements, including framework agreements such as quantity or value contracts (hereinafter collectively referred to as “orders”) that **BP Europa SE, Hamburg, branch office BP (Switzerland) Zug** (hereinafter referred to as “**BP (Switzerland)**”) concludes with its counterparties, i.e., sellers, suppliers, agents, entrepreneurs, etc. (hereinafter referred to as “suppliers”).
- 1.2 Modifications to these GPT or conditions, any conflicting or additional terms and conditions of the supplier shall only apply to the extent that BP (Switzerland) has explicitly agreed to these terms, or parts thereof, in writing.
- 1.3 The GPT also apply to all requests from BP (Switzerland) concerning offers or cost estimates (hereinafter collectively referred to as “offers”) of the supplier, and the version of the GPT that is valid at the time of the respective transaction shall apply to all future business transactions with the supplier concerning the purchase of goods and/or other services.

2. Priority

The following shall apply, exclusively and in the following order of priority, as the contractual conditions for the type and scope of the contractual obligations on both sides, in particular in the event of contradictions and regulatory gaps:

- the order, assignment, or contract document itself (along with its annexes, unless these are listed separately below)
- the negotiation records (provided these are available and referenced in the order, assignment, or contract document)
- these GPT
- other specific and general technical conditions and provisions that pertain to the subject of the order (e.g., SIA, DIN).

3. Conclusion of the Contract (Offer, Written Form)

- 3.1 The request from BP (Switzerland) shall be binding for the offer from the supplier. The supplier must explicitly note any deviations from the request. The request is non-binding for BP (Switzerland). Offers, drafts, samples, and models provided by the supplier shall be free of charge for BP (Switzerland) and do not result in any obligations on the part of BP (Switzerland). Remuneration or compensation for visits or the development of offers, projects, and the like shall not be granted, provided that no other agreement has been reached.
- 3.2 It is the supplier’s responsibility to obtain information on site concerning relevant conditions before submitting an offer and commencing services, if applicable. Offers for deliveries and services shall include net prices without additionally owed value-added tax. The additional work and resources that are not listed separately in the service specification but are necessary for the proper fulfilment of the order shall, with the exception of delivery and assembly, be included in the calculation of the price.
- 3.3 Orders that are issued or agreed orally or by telephone and amendments of or deviations from an order, including these GPT or other components of the order, that are agreed orally or by telephone must at least be confirmed in writing by the parties for the purposes of evidence and documentation. Other formal requirements as stipulated by the order, including these GPT, or by law are not affected.
- 3.4 If the supplier has concerns regarding the specifications for deliveries of goods or other services as contained in the request or order from BP (Switzerland), the supplier must at least inform BP (Switzerland) of this in writing before the conclusion of the contract and must wait for the decision by BP (Switzerland) as to whether the specifications should be maintained despite these concerns. If this applies, in particular, to concerns regarding (i) the suitability of the specified goods and/or other services for the use stipulated by the request or order or for customary use and/or (ii) the compliance of the specifications with legal and official requirements and the requirements of professional associations as well as the accepted rules of technology. If the supplier does not inform BP (Switzerland) of such concerns in a timely manner or if the supplier does not wait for the decision by BP (Switzerland), the supplier cannot invoke the claim against BP (Switzerland) that the desired specifications were erroneous.
- 3.5 In all correspondence with BP (Switzerland), the supplier must provide the complete request or order number along with the request or order date; this also applies to invoices, proof of delivery or service (hereinafter collectively referred to as “**proof of service**”) (e.g., delivery slips), and shipping notices (cf. section 9.8 below).

4. Prices

- 4.1 The agreed prices are fixed for the period in which the order is processed, and it is understood that the applicable legal value-added tax will also be charged. The remuneration shall cover all expenditures (e.g., travel expenses), services, additional costs, and rights of the supplier.
- 4.2 If the remuneration is not paid according to a flat-rate fixed price (but rather according to quantity, agreed hourly or daily rates, or other standard rates), the supplier must prepare a detailed proof of service, the content of which shall be agreed with BP (Switzerland) in advance and which shall show the calculation of the price in a comprehensible and verifiable manner, and must submit this to BP (Switzerland). Unless agreed otherwise, for invoices based on time spent (e.g., based on agreed hourly or daily rates), the service rendered must be verified by an orderly itemisation of the days of the service performance, the activities performed on each day, and the time spent on these activities on each respective day as well as the total time spent. Unless agreed otherwise, proof of service and the corresponding invoices shall be provided on a monthly basis.



4.3 Prices shall always include delivery from the location specified by BP (Switzerland) (e.g., location, factory, building, petrol station, other delivery/service site) including shipping, freight, packaging, and insurance costs as well as import duties (“DDP”—Delivered Duty Paid—according to the ICC Incoterms 2010). The remuneration shall cover all efforts expended and costs paid (e.g., travel expenses) by the supplier in providing the delivery and/or other service. Additional claims of any kind are excluded. The supplier shall provide BP (Switzerland) with invoices that includes Swiss value-added tax.

4.4 If the supplier is not registered for value-added tax in Switzerland, “DAP delivery address” (Incoterms 2010) shall apply instead. In this case, BP (Switzerland) shall release the delivery and/or other service into customs- and tax-free circulation and shall undertake the customs clearance (incl. payment of the value-added tax). The supplier shall prepare an invoice with the corresponding deduction and shall note the delivery condition DAP.

5. International Trade Regulations

5.1 The supplier must ensure that, in fulfilling his obligations as set forth in the order, he and, subject to the provisions in section 13, his sub-contractors comply with all applicable laws, provisions, and regulations regarding export controls, trade embargos, and other trade restrictions and controls, including, in particular, Regulation (EC) No. 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (“Dual-Use Ordinance”), the regulations of the United States on the international trade in arms, and all other regulations applicable to the order (hereinafter collectively referred to as “trade restrictions”). The violation of applicable trade restrictions by the supplier and its sub-contractors constitutes a breach of an essential contractual obligation by the supplier and shall entitle BP (Switzerland) to rescind its orders without prejudice to its other rights. The supplier shall compensate BP (Switzerland) for all damages incurred by the latter as a result of such non-compliance with trade regulations and shall fully indemnify BP (Switzerland) against all claims by third parties.

5.2 Unless explicitly agreed otherwise in the order, the supplier shall be solely responsible for applying for and obtaining the relevant official permits for the export and import of machinery, equipment, software, and technological goods or services to or for the benefit of BP (Switzerland). Upon the justified request of the supplier and at no charge to BP (Switzerland), BP (Switzerland) shall support the supplier in an appropriate manner and to an appropriate extent in determining the applicable trade restrictions, in applying for the necessary permits, and in completing the necessary formalities. BP (Switzerland) shall not assume any responsibility or liability in the event that the supplier does not correctly determine the applicable trade restrictions, does not obtain the necessary permits, or does not complete the necessary formalities.

5.3 The supplier warrants and guarantees that the supplier, the companies associated with the supplier, and the supplier’s directors, managers, executive staff, and representatives are not subject to any restrictions due to national, regional, or multilateral trade or financial sanctions according to applicable trade control laws and provisions.

5.4 The provisions of this section 5 shall remain in force after the discharge or cancellation of an order, regardless of the reason for said cancellation.

6. Performance, Inspection, Assessment, and Amendment of the Delivery and/or Service

6.1 For the performance of the delivery and/or service owed, the supplier shall only employ skilled staff that have the necessary qualifications and relevant job-related experience (hereinafter referred to as “competencies”). At the request of BP (Switzerland), these competencies shall be verified in the form of educational qualifications, certificates, or certifications of employment.

6.2 BP (Switzerland) reserves the right to verify the presence of competencies by means of appropriate monitoring at the supplier’s site or at the facilities of BP (Switzerland).

6.3 BP (Switzerland) has the right to request changes to the services that have been agreed with the supplier. If the amendment of a service affects contractual provisions, e.g., remuneration and/or date of completion, the supplier shall promptly notify BP (Switzerland) of this, after which the contracting parties shall immediately reach a written agreement on an adjustment of the order based on the amendment, taking into consideration additional or reduced expenditures.

6.4 If, during the fulfilment of the contractually agreed delivery and/or other service, the supplier notices that amendments or improvements in the content and/or scope of the delivery and/or other service seem necessary or expedient, the supplier must inform BP (Switzerland) in writing immediately, indicating the possible change in costs, and must obtain a decision as to whether the order should be continued in an amended or improved form. BP (Switzerland) is obligated to provide a decision without delay.

6.5 BP (Switzerland) has the right to inspect and assess the delivery and/or other service to be rendered by the supplier, or parts thereof, or to have these inspected or assessed by a third party, at any time. Upon request, the supplier must inform BP (Switzerland) in a timely manner of the time and place at which an inspection and assessment of the delivery and/or other service owed can take place. If BP (Switzerland) exercises its right to an inspection, this does not result in any rights for the supplier; in particular, such an inspection does not constitute an acceptance of the delivery and/or other service by BP (Switzerland).

6.6 The supplier must ensure that BP (Switzerland) or a third party appointed by BP (Switzerland) is able to conduct the inspection and assessment without limitation and shall provide BP (Switzerland) or the third party appointed by BP (Switzerland) with the appropriate equipment and support.

7. Work and Product Safety

7.1 The supplier is responsible for compliance (including by the sub-contractors he engages) with all relevant provisions of commercial law as well as all product, import, and work safety and accident prevention regulations and any internal safety regulations of BP (Switzerland), of which the supplier must inform himself without being requested. The supplier shall indemnify BP (Switzerland) against all claims by third parties. In the event of serious violations, BP (Switzerland) shall be entitled to cancel the order without notice.

7.2 The supplier warrants that all wares and goods delivered and produced by him (hereinafter referred to as “goods”), including packaging and other services rendered, in particular for import and sale in Switzerland,



- a) conform to the legal requirements, generally accepted rules of technology, work safety and accident prevention regulations, and regulations concerning technical work equipment,
- b) that said goods include the necessary protective devices, labels, and instructions for use, that any safety data sheets are enclosed, and
- c) that the condition of the goods is such that users or third parties are protected against hazards of any kind, in particular such that the risk of accidents and occupational diseases is excluded.

8. Delivery Dates, Delivery Delays

- 8.1 The dates of delivery and/or service as indicated or mutually agreed in the order are binding; this also applies to interim dates. The receipt of the goods at the delivery site or place of utilisation specified by BP (Switzerland) or, in the case of services, the timeliness of the successful acceptance or a proof of service signed by BP (Switzerland) shall be decisive in determining compliance with the delivery or service date or period.
- 8.2 If the supplier realises that an agreed date cannot be upheld for any reason, then the supplier must promptly inform BP (Switzerland) of this in writing, indicating the reasons for and the expected duration of the delay. BP (Switzerland) shall still be entitled to the legal claims resulting from a delay even when BP (Switzerland) settles the supplier's invoices without reservation.
- 8.3 The supplier may only invoke the absence of necessary documents to be delivered by BP (Switzerland) or other preliminary services of BP (Switzerland) if the supplier has provided a written reminder of the preliminary service with an appropriate extension of the deadline and this extension has passed for reasons not attributable to the supplier.
- 8.4 If the supplier delivers the goods earlier than agreed, BP (Switzerland) reserves the right to return the goods at the expense of the supplier. If the goods are not returned in the event of an early delivery, then the goods shall be stored at BP (Switzerland) at the expense and risk of the supplier until the agreed delivery date. In the event of an early delivery, BP (Switzerland) reserves the right to not provide payment until the agreed due date.

9. Packaging, Shipping, Delivery

- 9.1 The goods shall be packaged in such a way that transportation damage is avoided and considerations of environmental protection are taken into account. Packaging that is invoiced shall be credited in the full amount charged once it is returned, provided that it is reusable. The credit memo shall always be provided as a single copy indicating the invoice that included the initial charge.
- 9.2 If certifications of material inspections of the goods to be delivered have been arranged, these constitute an essential component of the delivery and must be enclosed with the delivery.
- 9.3 BP (Switzerland) shall not be liable for deliveries of goods that cannot be accepted by BP (Switzerland) due to non-compliance with the above provisions. Upon acceptance, they shall be stored at the expense and risk of the supplier. BP (Switzerland) is entitled to verify the content and condition of such deliveries.
- 9.4 The costs incurred as a result of the misrouting of deliveries shall be borne by the supplier, provided that the supplier has undertaken the transport.
- 9.5 The supplier shall only be entitled to provide partial/advance deliveries and/or partial/advance services if BP (Switzerland) has granted the supplier this right in writing. In the case of a delivery of goods, the supplier must designate whether it is a partial delivery on the delivery slip and indicate the remaining quantity.
- 9.6 BP (Switzerland) shall only pay for additional/surplus deliveries of goods if they are consumed or used; otherwise, BP (Switzerland) is entitled to dispose of these goods and may do so at the expense of the supplier.
- 9.7 The place of fulfilment of the respective delivery or other service is the location specified by BP (Switzerland) in the order or otherwise agreed (e.g., city, factory, building, petrol station, other delivery/service site).
- 9.8 For each delivery and service, the supplier must provide BP (Switzerland) with a separate and verifiable proof of delivery or service that is suited to the order. In the case of the delivery of goods, therefore, at least an individually numbered delivery slip is required for each delivery. The proof of delivery or service must indicate the date and number of the order to which it pertains. It must correspond to the content and composition of the order and be clearly itemised; in particular, the objects of the delivery or service must be clearly allocatable to the order items (the order item designated for each object of delivery or service); the proof of delivery or service may not include any items other than those contained in the order. The proof of delivery or service must precisely describe the type and amount (e.g., quantity, scope) of the delivery or service, the respective date of delivery or service, and the respective site of delivery or service. For services not rendered for a flat-rate fixed price, the proof of service must also meet the requirements of section 4.2.
- 9.9 An incorrect proof of service that does not conform to these GPT shall be deemed not to have been issued. Until such time as a proper proof of service that conforms to the GPT has been received, BP (Switzerland) shall be entitled to withhold all payments pertaining to the relevant delivery or service. Other conditions to which the due date and enforceability of the relevant claims to payment are subject shall not be affected.

10. Transfer of Risk and Ownership, Acceptance

- 10.1 The supplier shall bear the risk of accidental loss or damage of goods until the agreed delivery date and actual receipt of the goods at the delivery site agreed in the order. In the case of deliveries of goods that are to be installed or assembled by the supplier, the risk of accidental loss or damage shall only be transferred to BP (Switzerland) upon their written acceptance by BP (Switzerland).
- 10.2 The ownership of the goods and, in the case of services rendered, of the materials shall be transferred to BP (Switzerland) upon delivery. If BP (Switzerland) renders payment in advance for the delivery and/or service, the ownership of the goods and materials shall be transferred to BP (Switzerland) at the time of payment.



10.3 If, according to the order or according to law, an acceptance of the delivery and/or service is required, the acceptance must be requested from BP (Switzerland) by the supplier in writing. A written certificate of acceptance must be prepared and signed by the parties. A signed proof of service does not replace the acceptance. If partial performance of services has been arranged, a separate acceptance is required for each partial performance of service.

11. Invoicing/Payment Due Date

11.1 Unless agreed otherwise, the invoices should be sent to the invoice address specified in the order after the delivery and/or service has been completed. Furthermore, a copy of the invoice should be sent via email to the purchaser specified in the order document. The invoice sent via email must be unambiguously marked as a “copy” so that it cannot be confused with the original. The invoices must conform to legal requirements. The order number specified in the order should also be indicated on all documents (e.g., delivery slips, credit memos, etc.) that are addressed to BP (Switzerland) and pertain to the order. Incorrectly prepared invoices shall be deemed not to have been issued. Delivery slips and/or invoicing documents (proof of work, measurements, acceptance certifications, etc.) should be countersigned in each case by an authorised representative of BP (Switzerland) and sent by post, separately from the invoice, to the purchaser specified in the order document. Unless explicitly agreed otherwise, original invoices may not be enclosed with the delivery of goods.

11.2 Invoices for partial deliveries and/or services must be designated as partial invoices. Final invoices must be designated as such; the same applies to the final partial invoice.

11.3 Each invoice must be prepared in accordance with the current legal requirements. The value-added tax, in particular, must be indicated separately.

11.4 If certifications of material inspections of the goods to be delivered have been arranged, these constitute an essential component of the delivery and must be enclosed with the delivery.

11.5 Subject to other arrangements in the order, the payment of the supplier’s invoice shall be due net within 45 days after its receipt if the invoice fulfils the requirements of section 11, the goods have been received in full at the designated site, or the service has been fully performed, and the acceptance has been certified, to the extent that this is legally or contractually required.

11.6 In the event that early deliveries are accepted, the due date of the payment shall conform to the agreed delivery date. If the invoiced goods arrive at a later date than the invoice, then the date on which the goods are received shall be considered the invoice date.

12. BP Code of Conduct/Ethics/Anti-Corruption, Bribery, and Money Laundering

12.1 While completing the order, the supplier is obligated to observe and comply with the business policy principles of BP (Switzerland) contained in the BP “**Code of Conduct**”. The “Code of Conduct” can be retrieved at:

http://www.bp.com/de_ch/switzerland/unternehmen/grundsätze-der-bp-geschäftspolitik.html

The parties agree that any violation of the “Code of Conduct” constitutes a breach of contractual obligations.

12.2 The supplier confirms that he has carefully read the “BP Business and Human Rights Policy”. These are available at:

<https://www.bp.com/content/dam/bp/pdf/sustainability/group-reports/BPHumanRightspolicy.pdf>

With respect to the execution/fulfilment of the order by the supplier and in accordance with these policies, the supplier shall respect the dignity of all human beings and uphold their internationally recognised human rights while conducting its business, among other things by:

a) not employing or otherwise engaging forced labour, victims of human trafficking, or children and by not abusing workers or treating them inhumanely or tolerating such treatment;

b) creating equal opportunity, preventing discrimination, and respecting the freedom of association of workers, in each case as stipulated by relevant laws; and

c) minimising or preventing, as far as possible, the negative consequences of the supplier’s business activities for the general public.

12.3 The supplier acknowledges that BP (Switzerland) has a zero-tolerance policy with respect to bribery, corruption, and money laundering. In connection with this contract, the supplier will therefore observe all laws and regulations against corruption, bribery, and money laundering that are applicable to the supplier and to BP (Switzerland). In this respect, the supplier warrants that neither the supplier nor one of its proprietors, managers, executive staff, employees, or any other person appointed by it, such as vicarious agents, sales representatives, or other intermediaries, shall make, offer, or promise payments, including so-called “facilitation payments”, or grant financial or other inappropriate advantages of any kind that could be considered unlawful or viewed as bribery (collectively, “**advantages**”), whether directly or indirectly, to third parties such as private individuals, trade organisations, officials, or persons under a special obligation to public service as defined by Art. 322^{ter} and 322^{septies} in conjunction with Art. 322^{octies} para. 3 and Art. 110 para. 3 StGB (Strafgesetzbuch [Swiss Criminal Code]) (“**public persons**”), political parties, representatives of a political party, or candidates for public office (collectively, “**beneficiaries**”) and shall not accept advantages or promises of advantages from such beneficiaries in order to achieve or influence private transactions or decisions in connection with this contract (hereinafter, collectively referred to as “**anti-corruption obligations**”). Facilitation payments are defined as payments or other services to a public person that are not legally required and are intended to prompt the public person to hasten or undertake an official action to which one is generally entitled according to applicable law.

The supplier is obligated a) to immediately inform BP (Switzerland) in detail and in writing of every violation of the anti-corruption obligations within the context of the contract, b) to ensure and monitor compliance with the anti-corruption obligations, and c) to allow BP (Switzerland), in the event of a violation of the anti-corruption obligations, to have all books and records that pertain to this contract and the anti-corruption obligations inspected by an individual (e.g., auditor) subject to a professional duty of non-disclosure and appointed by the supplier for a possible violation of the anti-corruption obligations and to have copies made of such books and records. If the audit reveals that the supplier has violated the anti-corruption obligations, BP (Switzerland) shall be entitled to compensation for any costs it may have borne for the audit.



In the event that BP (Switzerland) has justified reasons to suspect that the supplier is in violation of the obligations of this section 12 of the contract, BP (Switzerland) shall be entitled, without prejudice to other rights, to terminate this contract with immediate effect or to withhold payments or owed services.

13. Compliance with minimum salary and work conditions and other public regulations

- 13.1 Supplier guarantees that Supplier shall comply with the minimum salary and work conditions required by federal laws, directives from the Federal Council, collective bargaining agreements and normal employment contracts. Additionally, Supplier commits to comply with all federal, cantonal or municipal regulations under public law.
- 13.2 The engagement of third parties, namely sub-contractors and/or of temporary workers according to the Employment Services Act, requires the prior written consent of BP (Switzerland). If from the beginning Supplier intends to engage third parties for contractual performance, Supplier must notify BP (Switzerland) of this already within the parameters of Supplier's bid.
- 13.3 Supplier shall impose upon third parties all obligations that Supplier has assumed in relation to BP (Switzerland) and shall ensure compliance with these obligations in joint liability.
- 13.4 In the event that third party involvement is permitted, Supplier must especially ensure that the third party be required to comply with the minimum salary and work conditions required by federal laws, directives from the Federal Council, collective bargaining agreements and normal employment contracts. Additionally, the third party must comply with all federal, cantonal or municipal regulations under public law.
- 13.5 Subcontracting by a third party is permitted only after BP grants prior written consent and as long as the aforementioned obligations are followed (clauses 13.1.1 to 13.1.3).
- 13.6 Prior to entering the contract, Supplier, in his capacity as a subcontractor, is required to substantiate credibly to BP (Switzerland) the minimum salary and work conditions in accordance with the above clause 13.1 by submitting the relevant documents within the sense of Art. 8b of the Ordinance on Employees Dispatched to Switzerland (EntsV [Verordnung über die in die Schweiz entsandten Arbeitnehmerinnen und Arbeitnehmer]).
- As the initial company, BP (Switzerland) has the right to request an inspection of Supplier's salary and work conditions and those of a hired third party at any time.
- 13.7 If Supplier does not fulfil the obligations set forth in clauses 13.1 to 13.6, BP (Switzerland) has the right to rescind the contract and/or to request compensation.

14. Substances and Preparations with Hazardous Properties

Supplier warrants and represents that it has fully registered all substances contained within the Goods which require registrations (to support identified uses as notified by BP) in accordance with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (the "REACH Registration"). For the purposes of this Clause, registration of substances within Goods supplied as intermediates shall not be considered full registration unless otherwise agreed with BP.

Supplier warrants and represents that all supplies of the Goods during the Term will be compliant with REACH and Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures ("CLP").

Supplier will ensure that once registered, all substances contained within the Goods which require REACH Registration continue to have full registrations in accordance with the provisions of REACH.

Supplier will keep BP regularly informed of any changes in the REACH Registration details of any of the substances contained within the Goods.

If reasonably requested by BP for the purpose of legal compliance obligations (and subject to BP maintaining the information as confidential in line with clause 21 (Confidentiality) and to the extent that onward disclosure is not required to meet its legal compliance obligations) Supplier shall provide full details of the REACH Registration of any of the substances contained within the Goods.

Supplier will ensure that the Safety Data Sheet provided to BP accurately reflects the REACH Registration and complies with the Safety Data Sheet content requirements of REACH.

15. Notice of Defects

- 15.1 The acceptance of goods shall always reserve the right to an inspection of quantity and quality. In the case of deliveries of goods that BP (Switzerland) must inspect in accordance with Art. 201 OR (Obligationenrecht [Swiss Code of Obligations]), the period for conducting an inspection and submitting notice of an obvious defect in the goods shall be two weeks from the time that the delivery is received. The period for submitting notice of a concealed defect shall be two weeks from the time that the defect is discovered. The rendering of payment shall not constitute a waiver of the right to submit a notice of defects.
- 15.2 In the event of discrepancies in weight, the weight determined by BP (Switzerland) in the report of receipt shall be authoritative if the supplier does not prove that the weight determined by BP (Switzerland) is inaccurate. This provision shall apply analogously to quantities.

16. Warranty Rights/Guarantees

- 16.1 The supplier warrants that all deliveries and/or services will be fulfilled in compliance with the order and will be free from legal and material defects. The supplier's liability for material defects also includes the portion of the goods and services that are produced/performed by the supplier's sub-contractors.
- 16.2 The supplier's further guarantees as per 6.2 [sic] remain in force and are considered supplemental to these provisions.



- 16.3 In the event of deficient deliveries and/or services, BP (Switzerland) shall be entitled to the full legal claims, in which case the place of warranty is the site of utilisation specified in the order. The supplier shall bear all expenses necessary for the purpose of the supplementary performance (elimination of a defect or subsequent delivery or service). Furthermore, BP (Switzerland) is entitled to withhold payment in proportion to the value of the delivery/service until the proper fulfilment of the same.
- 16.4 In the event the contract is rescinded, BP (Switzerland) shall be entitled to continue to use the deliveries and/or services of the supplier free of charge until a suitable replacement is procured. In the event the contract is rescinded, the supplier shall bear the costs of the dismantling/removal and return freight of goods and shall undertake the disposal of the same.
- 16.5 If the supplier falls behind schedule in its supplementary performance, BP (Switzerland) shall be entitled to eliminate the defect or make the subsequent delivery itself, or have these undertaken by a third party, at the supplier's expense. The same shall apply if haste is required due to imminent danger and the supplier cannot be reached in time or is not able to render the supplementary performance in time. BP (Switzerland) reserves the right to assert other rights, such as the right to compensation for further damages.
- 16.6 The warranty claims of BP (Switzerland) shall lapse according to the legal regulations, subject to the following provisions:
- a) The period of limitation for material defect claims shall be extended by the time that exists between the notice of defect and the supplementary performance. If the supplier refuses to provide the supplementary performance, then the date on which the corresponding statement from the supplier is received by BP (Switzerland) shall be authoritative.
- b) In the event of a subsequent delivery or new production of goods, the period of limitation shall begin at the time that the subsequently delivered goods are received at the place of fulfilment for the claim to supplementary performance or at the time that the newly produced work is accepted anew, provided that such acceptance is stipulated.
- 17. Liability of the Supplier**
- The supplier shall be liable for all indirect and direct damages culpably caused by the supplier and/or the supplier's vicarious agents and representatives in connection with the supplier's contractually agreed obligations.
- 18. Termination and Insolvency**
- 18.1 BP (Switzerland) may, in any case, rescind the order of deliveries at any time until the delivery is received. In this case, the regulations of Art. 377 OR shall apply directly or as applicable with respect to the supplier's claim to remuneration. If BP (Switzerland) cancels the order for a reason attributable to the supplier, then the supplier shall be compensated only for the individual services rendered before receipt of the cancellation and utilised by BP (Switzerland). Claims of BP (Switzerland) to compensation for damages shall not be affected. In particular, the supplier must reimburse any additional costs that are incurred. BP (Switzerland) shall acquire ownership of the partial deliveries already received and of the delivery items that have already been produced or procured by the supplier and that BP (Switzerland) requests to be delivered.
- 18.2 If bankruptcy proceedings are initiated against the supplier or if debt restructuring proceedings are initiated with respect to the assets of the supplier, then BP (Switzerland) shall be entitled to rescind the contract in whole or in part. In this case, the legal consequences as per section 18.1 shall apply accordingly.
- 19. Force Majeure**
- Force majeure such as natural disasters, sanctions/embargos, war, revolution, hostage situations, and labour disputes, provided that they do not occur on the premises of the contracting parties, shall release the contracting parties from their contractual obligations for the duration of the disruption and in the scope of its effects. The affected contracting party is obligated to immediately provide the other contracting party with the necessary information regarding the duration of the disruption. The contracting parties are obligated to adapt the contract to the changed circumstances in good faith. BP (Switzerland) is entitled to rescind or terminate the contract in whole or in part at its discretion if it has a justified economic interest in refusing the delivery/service due to the delay caused by force majeure or a labour dispute. The obligation to pay remuneration for the partial deliveries and/or services accepted by BP (Switzerland) shall not be affected by this; in other respects, the supplier's claim to remuneration shall be invalid.
- 20. Insurance**
- For the duration of the contract, including warranty and guarantee periods and periods of limitation for the liability claims of BP (Switzerland), the supplier must maintain liability insurance at conditions that are typical for the industry and with coverage of at least CHF 1,500,000 per damage event. At the request of BP (Switzerland), the supplier must verify the existence of this insurance protection.
- 21. Confidentiality/Usage Rights**
- Notwithstanding other confidentiality agreements existing between the parties, the following shall apply:
- 21.1 The supplier is obligated, even after the end of the business relationship, to maintain the confidentiality of all information that the supplier obtains for the preparation or execution of the contract. This shall not apply to information that is or becomes accessible by the general public or information that the supplier has obtained without violating his own or another's duty of non-disclosure (e.g., from third parties not subject to confidentiality or by the supplier's own independent efforts).
- 21.2 All documents surrendered by BP (Switzerland) shall remain the property of BP (Switzerland). They may not be made accessible to third parties and must be returned to BP (Switzerland) in full and without being requested to do so after the order has been completed. The specialists and sub-contractors engaged by the supplier shall not be considered third parties if the supplier has imposed the same duty of non-disclosure on them.
- 21.3 The supplier shall be liable to BP (Switzerland) for all damages caused by the supplier or his vicarious agents and representatives and suffered by BP (Switzerland) due to the breach of this duty of non-disclosure.



22. Property Rights

- 22.1 BP (Switzerland) shall be entitled to all usage rights to all illustrations, sketches, calculations, analysis methods, formulas, and other words that are produced or developed by the supplier in the process of creating and executing the order.
- 22.2 The supplier warrants that all deliveries and/or services are free from third-party property rights and, in particular, that the delivery and use of the delivery items and services does not violate patents, licenses, or other third-party property rights.
- 22.3 The supplier shall indemnify BP (Switzerland) against third-party claims arising from any culpable violation of property rights and shall bear all the costs incurred by BP (Switzerland) in this respect.
- 22.4 At its discretion, BP (Switzerland) is entitled—without prejudice to other rights—to obtain the license to the use of the relevant delivery items or services from the authorised party at the expense of the supplier or to rescind the order or to terminate a continuing obligation resulting from the order with immediate effect.

23. Publication/Advertising

The supplier is not permitted to use information, articles, photographs, illustrations, or any other material associated with the order, in publications or for advertising purposes (“use”), whether alone or in collaboration with third parties, without the prior written consent of BP (Switzerland). This also applies to the use of commercial property rights such as trademarks or logos of BP (Switzerland) and the BP Group. Consent must be obtained for each individual use.

24. Non-Assignment Clause

Without the prior written consent of BP (Switzerland), the supplier may not transfer its rights or obligations arising from the order or parts thereof to third parties, whether in part or in full, or relinquish these rights or obligations so that they may be exercised by third parties.

25. Limitation of the Right to Offset

The supplier shall only be entitled to a right to offset or a right of retention against BP (Switzerland) with respect to the supplier's counterclaims as legally established or recognised by BP (Switzerland).

26. Change in the Legal Structure of the Supplier

The supplier must immediately inform BP (Switzerland) in writing of any changes in legal structures that affect the supplier, in particular as per the Mergers Act and comparable legal regulations, such as mergers, divisions, and conversions—and of processes by which a third party acquires controlling influence over the supplier (as defined by Art. 69 FusG (Fusionsgesetz [Mergers Act]) or otherwise). In this case, BP (Switzerland) reserves the right to rescind an order that has not yet been completely fulfilled by the supplier or to terminate a continuing obligation resulting from the order with immediate effect, provided that, in consideration of all the circumstances in the individual case and weighing the interests of both parties, BP (Switzerland) cannot reasonably be expected to retain the order or the continuing obligation resulting from the order until the agreed end date or until the end of a notice period stipulated for the termination of the order. This shall apply in particular in the event that a direct competitor of BP (Switzerland) acquires controlling influence over the supplier.

27. Data Protection

The supplier shall comply with all relevant Swiss data protection provisions (“DSG” (Datenschutzgesetz [Swiss Data Protection Act])) and those of the EU (if applicable), and shall only use and process the data of BP (Switzerland) or third-party data obtained (directly or indirectly) from BP (Switzerland) for the purposes permitted by law and contractually agreed. If necessary, the supplier shall sign a separate order data processing agreement or an agreement on the transfer of data to foreign countries. Section 12.1 in particular shall apply with respect to sub-contractors and temporary workers.

The supplier agrees that BP (Switzerland) and companies of the BP Group, as well as services providers (third parties) entrusted with the processing of data, will store and process the personal data of the supplier within the scope of the Swiss Data Protection Act and its implementation provisions, provided that this is necessary or expedient for the fulfilment and completion of the order or evaluation.

This consent may be revoked in writing at any time, namely at BP Europa SE, Hamburg, branch office of BP (Switzerland) Zug, Baarerstrasse 139, CH-6300 Zug or by sending an e-mail to info@ch.bp.com.

28. Digital Security

The supplier shall protect the data of BP at all times and, to this end, shall use the current state-of-the-art data and information security systems and processes. This includes, inter alia, taking suitable technical and organisational actions, using appropriate security systems, including control and monitoring mechanisms, and ensuring that the supplier's employees comply with the legal and contractual requirements in their handling of the data. The supplier shall immediately inform BP (Switzerland) of any actual, threatened, and/or suspected unauthorised or unlawful access to the data of BP (Switzerland), of the processing, deletion, loss, damage, or disclosure of the same, and of any accidental loss of the data of BP (Switzerland) (hereinafter, collectively referred to as “security event”). If a security event as per this section 28 should occur, the supplier will provide BP (Switzerland) with any necessary support, as requested by BP (Switzerland), at the supplier's own expense; this includes providing notifications as stipulated by applicable law.

29. Unlawful Restrictions of Competition

If the supplier is culpably involved in agreements, resolutions, or coordinated behaviours with the intent or effect of preventing, limiting, or falsifying competition (e.g., price collusion, allocation of regions) or if the supplier culpably violates other antitrust regulations and the order is (also) affected by this, then the supplier shall be obligated to pay flat-rate compensation for damages to BP (Switzerland) in the amount of 15% of the net amount that BP (Switzerland) owes the supplier for the order, provided that the supplier does not prove that the damages amount to less or that there are no damages at all. Other contractual or legal claims of BP (Switzerland), particularly any claims to rectification and injunctive relief as well as claims to compensation for further damages, shall not be affected by this. With respect to violations of antitrust law, the supplier shall also be liable for the actions of individuals who act on its behalf or whom it has appointed.



30. Place of Jurisdiction

The exclusive place of jurisdiction is Zug. BP (Switzerland) reserves the right, however, to assert its claims at any other admissible court of law.

31. Partial Invalidity

If individual parts of these GPT should be legally invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that approximates the desired economic purpose as closely as possible.

32. Applicable Law

The substantive law of Switzerland shall apply, to the exclusion of Swiss private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980.