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GENERAL PURCHASE CONDITIONS FOR ORDERS FOR DELIVERIES AND SERVICES OF bp Austria GmbH

Version: 1st June 2026

1. Scope of Application

1.1 These general purchase conditions (hereinafter referred to as "**GPC**") underlie all orders, agreements and contracts, including framework agreements (hereinafter collectively and separately referred to as "**purchase order**" or "**PO**) of **bp Austria GmbH (FN 652912 s)**, (hereinafter referred to as "bp") in connection with the delivery of goods and the provision of services to bp and there refers to these GPC.

1.2 The GPC form integral part of the purchase order and are exclusively valid. Contradicting or additional terms of the **Contractor** (hereinafter referred to as "**Contractor**") are void. These are only valid insofar as bp has agreed explicitly to them or parts of them in writing In this respect the GPC is then only valid, if bp accepts without reservations the delivery of conditions laid down by the Contractor that conflict or that deviate from the GPC.

1.3 The GPC are also valid for all future business with the Contractor, if not otherwise explicitly agreed between the contractual parties in writing.

2. Ranking

As specifications for the type and scope of the mutual services rendered, the following ranking will be exclusively observed in cases of contradictions and loopholes:

- The purchase order ("**PO**")
- The negotiation protocol (if any)
- The service specifications and technical specifications or customer requirement specification (if any)
- This GPC
- Other specific and general technical specifications and regulations (e.g. ÖNORMEN)

3. Offer, Written Form

3.1 bp's application is binding for the offer of the Contractor. Any deviations must be explicitly stated by the Contractor. The application is subject to change by bp. Offers, designs, samples and patterns by the Contractor are free for bp and do not pose any obligation for bp. Remuneration or compensation for visits or preparation of offers, projects, etc. will not be granted in the absence of any agreement.

3.2 It is the responsibility of the Contractor to inform themselves of the given conditions on site before starting work. Deliveries and services are to be offered at net prices exclusive of VAT. Additional work and resources that are not specifically mentioned in the service specifications, but that are required for the proper execution of the order, are to be included in the price, exclusive of delivery and assembly of the materials.

3.3 Orders, contracts or other agreements, including changes and any changes made to this GPC, must be submitted in writing. The full application or order number must be quoted in all correspondence, including bills, delivery and dispatch notes.

4. Payment (Purchase Price, Hourly Rates)

4.1 The agreed prices are fixed for the period of processing the order and are exclusive of all applicable VAT, but inclusive of all other taxes and fees affecting the Contractor. Insofar as nothing is agreed to the contrary in writing, the payment is to cover the supply of goods and/or expenses incurred by the Contractor (e.g. travel costs), inclusive of the usual packaging.

4.2 In cases where the payment is not agreed as a fixed lump sum, but on an hourly basis, the daily rates must be stated by the Contractor in a detailed statement The Contractor must verify in their records, previously agreed with bp, description of services rendered, daily hours worked and the total number of hours worked. Unless otherwise agreed, payment will be calculated on a monthly basis.

4.3 Additional services over and above those stated in the contract will only then be paid if added in writing to the contract by bp before execution. The unit rates must correspond to the order price.

4.4 Should bp be obliged to clarify or settle unsatisfactory results of work performed by the contractor, bp is entitled to claim back costs from the contractor (e.g. own wage and travel costs).

5. Delivery, Inspection, Review and Amendment of the Delivery and Services Rendered

5.1 The Contractor is only permitted to employ such professionals possessing the necessary level of qualifications and relevant professional experience (hereinafter referred to as "competencies"). Competencies are to be verified in the form of diplomas, certificates, or activity reports at the request of bp.

5.2 bp reserves the right to verify competencies through appropriate inspections of the Contractors' premises or in the bp firm.

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5.3 In cases of reasonable doubt about the existence of competencies of the workers employed in the service of bp by the Contractor and/or subcontractors, bp reserves the right to arrange for the Contractor to terminate employment of the relevant worker and/or subcontractor at the cost of the Contractor and to replace them with appropriate workers or subcontractors.

5.4 Should the Contractor in the provision of contractual deliveries and/or rendering of services find that further changes or improvements to the content and/or scope of the delivery and/or services appear necessary or appropriate, the Contractor must notify bp in writing, indicating possible changes in costs and obtaining the decision as to whether the contract should be changed or improved. bp is obliged to reach an immediate decision.

5.5 bp has the right to visit and check upon any deliveries and/or the rendering of services or parts thereof at the Contractor's premises or the premises of any subcontractors, or to send a third party to do so. The Contractor must notify bp, within an appropriate time frame, in regard to when and where a supervisory visit of the delivery and rendering of services can take place.

5.6 The Contractor must allow bp, or any third party tasked to do so, to complete the supervisory visit without limitations and must provide bp or the tasked third party with relevant facilities and support.

5.7 bp has the right to demand changes in the delivery or services rendered, as agreed with the contractor. The Contractor must notify bp immediately, should these changes affect contractual regulations that affect the delivery and/or services, e.g. payment or completion date. The contractual parties shall then immediately agree in writing upon changes to the order, taking into account the changes that result in regard to expenses.

5.8 Unless otherwise agreed in the PO, the Contractor will provide bp, at the very latest during handover, with complete documentation, which clearly details the working methods, operation and maintenance of goods or services, as well as orders for replacement parts.

6. International Trade Regulations

6.1 The Contractor shall ensure that it and – subject to the provisions in clause 13 below - its sub-contractors comply with all applicable export control, trade embargo and other foreign trade control laws, rules and regulations, including but not limited to the European Dual-Use Export Control Regulation (EC) 428/2009, the United States Export Administration Regulations, the United States International Traffic in Arms Regulations and similar laws of the territory applicable to the PO (together "**Trade Restrictions**"), relating to the performance of its obligations hereunder. Failure by the Contractor and its sub-contractors to comply with applicable Trade Restrictions shall constitute a material breach of the PO. The Contractor shall indemnify and hold harmless bp against all claims relating to any failure by it to comply with Trade Restrictions.

6.2 Except as may be otherwise expressly stated in the PO or agreed in writing by the parties, the Contractor shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology goods or services to or for the benefit of bp. Upon reasonable request, bp shall provide the Contractor, at no cost to bp, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. bp assumes no responsibility or liability for the Contractor's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.

6.3 The Contractor represents and warrants that it, its affiliates, and its directors, officers, key employees or agents are not subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control laws and regulations.

6.4 The provisions of this clause 6 shall survive the expiration or termination of a PO for any reason.

7. Work and Product Safety, Certificate of Analysis

7.1 The Contractor – and any subcontractors employed by them – is responsible for compliance with all relevant industrial laws, employment laws, employee-protection laws, traffic laws and accident prevention regulations, including the on- site current house and operating systems and guidelines, as well as bp's internal safety requirements that extend beyond the law. The Contractor is responsible for informing himself about these regulations without being requested to do so, and they will be held responsible by bp for all damages resulting from transgressions of the aforementioned regulations. bp cannot be held responsible by the Contractor for third-party claims. In cases of serious violations, bp has the right to terminate or cancel the PO immediately without notice.

7.2 Insofar as it is required by the type of service rendered, bp will submit the "bp-HSSE-Hand Book for Contractors" that is attached to the order to the Contractor before granting of the contract. The regulations within are also to be observed. The legal consequences of Section 7.1 shall also apply in the same manner.

7.3 The Contractor warrants and guarantees that all goods delivered and manufactured by them comply with legal regulations, the generally recognized regulations of technology, industrial safety and provisions placed on industrial equipment, and that the appropriate protective devices, labels and instructions are provided and are suitable to protect users or third parties during intended use against dangers of all kinds, particularly to exclude the risks of accidents and occupational illnesses.

7.4 In case of delivery of chemicals, additives and base oils, an analysis certificate is to be provided with the goods. The Contractor is liable for any damages resulting from a deviation from the details given in this analysis certificate.

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8. Delivery Dates, Delay of Delivery

8.1 The dates of delivery or rendering of services stated in the order or mutually agreed upon are binding and fixed, including interim dates. With respect to the compliance with the delivery or execution deadlines the receipt of the goods with the point of delivery or use or in case of services rendered the timely and successful acceptance or a certificate of services rendered signed by bp.

8.2 The Contractor recognises that if for any reason an agreed deadline cannot be met, they must notify bp immediately in writing, stating reasons and the expected duration of the delay.

8.3 In case of delay – including partial deliveries – bp retains all other rights such as those under tort law, the right to withdraw from the whole PO or in terms of the untimely delivery and/or services rendered, without setting a period of grace.

8.4 bp is free to accept the delayed delivery and/or services rendered and to demand warranties/guarantees and/or compensation. bp shall be entitled to legal claims resulting from delays, even if bp unconditionally pays the invoices of the Contractor.

8.5 In the absence of necessary documentation to be delivered by bp or other advance payments of bp, the Contractor can only appeal if the Contractor has sent a reminder in writing for the documentation or payments, stating an appropriate time frame, and that this time frame has elapsed without result due to reasons beyond the Contractor's control.

8.6 Should the Contractor deliver the goods earlier than agreed, bp reserves the right to return the goods at the cost of the Contractor. Should an early delivery not result in the goods being sent back, the goods will be put into storage with bp, at the risk and cost of the Contractor. The receipt of the delivery is not considered as acceptance in the sense of the fulfilment of action.

9. Packaging, Shipping, Delivery

9.1 The goods must be packaged in such a way as to avoid damage during transit and to take into account aspects of environmental protection. Packaging will only become property of bp at its request.

9.2 bp, in particular the contact person in the procurement department and at the delivery address, should be timely notified when the delivery is ready to be dispatched, either in writing, by fax or email. The order number and shipping address must be included in the shipping documents. The delivery notes are to be attached to the outside of the packaging.

9.3 In case of deliveries of hazardous materials and goods that are subject to special duty of care during storage and use, the Contractor will notify bp of the necessary product information, in particular safety data sheets, prior to delivery. Regulations laid down in the Dangerous Goods Transportation Act and the international regulations on the transport of dangerous goods are to be observed.

9.4 bp cannot be held accountable for shipments that cannot be accepted due to the failure of observing these delivery conditions. If accepted, goods will be stored at the cost and risk of the Contractor. bp has the right to determine the contents and condition of such shipments.

9.5 The Contractor will be liable for any costs resulting from the misrouting of deliveries, insofar as they have taken on the transport of the goods.

9.6 The Contractor is only entitled to make partial deliveries and/or partially render services, insofar as bp has agreed to this in writing. In this case, the Contractor must state on the delivery notes where a partial delivery has been made and must indicate the amount that is remaining.

9.7 Excess deliveries will be paid for by bp only if they are consumed or used, otherwise the excess items will be secured by bp at the risk and cost of the Contractor for up to 8 weeks, depending on available storage space. bp is not obliged to store items and is entitled to dispose of the excess delivery at the expense of the Contractor at any time.

10. Transfer of Risk and Ownership, Retention of Title

10.1 Up until the actual receipt of the contracted items at the delivery point agreed in the order, the Contractor is liable for accidental loss or damage. For deliveries of goods, for which the Contractor is liable for their installation or assembly, the risk of accidental loss or damage will only be transferred to bp after agreed by bp in writing. In cases of premature deliveries according to clause 8.6., the risk is transferred to bp only on the agreed delivery date or with payment, whichever comes first.

10.2 The ownership of the goods and - in the case of the provision of services - the materials shall be transferred to bp upon delivery. Should bp make payment prior to the delivery or rendering of services, then ownership of the goods and materials is transferred to bp at the time of payment.

10.3 Any proprietary reservations of the Contractor are explicitly contradicted. Receipt of deliveries that are delivered under reserved proprietary rights will not be considered as consent to the retention.

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11. Accounting, Settlement Date

11.1 The invoices are - unless otherwise agreed - after delivery broken down into orders and sent to the billing address specified in the order. Additionally the Contractor must send a copy of the invoice by email to the contact person mentioned in the order. This copy has to be doubtlessly marked as "Copy" to avoid any confusion with the original invoice. Each invoice must comply with legal requirements. In addition, the order numbers must be indicated on each document related to the order and addressed to bp (e.g. delivery documents, invoice related credit memos, email communication, ..). Invoices that are not in the correct format will be considered void. Accounting documents (proof of labour, bills of quantities, inspection protocols, etc.) are to be attached, each countersigned by a representative of bp. Unless otherwise expressly agreed, original invoices of the delivery of goods are not to be enclosed to the delivered products.

11.2 Invoices for partial deliveries / services rendered are to be indicated as partial invoice or as partial final statement. Final settlements shall be marked as such; the same is applies to the partial final statement.

11.3 Each invoice shall indicate VAT separately, in accordance with statutory provisions. Foreign Contractors must observe the relevant INTRASTAT regulations and - if necessary - enclose INTRASTAT - notifications of the invoice.

11.4 Provided that certificates on materials tests have been agreed upon, they form an integral part of the delivery and must be attached to the delivery.

11.5 Barring any contrary conditions stated in the order, payment of the Contractor's invoice is due within 45 days of receipt, if it meets the requirements in Section 11.1, the goods are completely received at the destination and services are completely rendered and receipt occurs – insofar as this is required by law or contract. The timeliness of payment depends upon the transfer order issued by us.

11.6 In cases of a prematurely received delivery, the due date will be based upon the agreed delivery date. Should the goods arrive at a later date than the invoice the date of receipt will be applicable as the date of invoice.

11.7 bp may – with regard to certain POs or in general – require the Contractor (as requested by bp) to electronically record and/or invoice all or certain of the deliveries and/or services provided by it in a digital application for orders and invoice receipt and processing, in the form provided therein and taking into account the terms of use provided for this application. The contractor hereby irrevocably agrees to this. The above provisions of clause 11 shall remain unaffected, unless otherwise stated in the terms of use or the technical implementation of the application.

12. Code of Conduct / Business and Human Rights / Anti-Corruption, Bribery and Money Laundering

Code of Conduct

12.1 The Contractor hereby acknowledges the business policy principles of bp laid down in bp's Code of Conduct and undertakes to observe and comply with these principles in its business. The Code of Conduct is available on bp's website at www.bp.com/de.

Human Rights

12.2 The Contractor confirms that it has carefully reviewed the bp Business and Human Rights policy and Labour Rights and Modern Slavery Principles which are available at www.bp.com/Humanrights. In connection with Contractor's provision of the Goods and/or other services to bp and consistent with the policy, Contractor shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

(a) not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour or procuring Goods manufactured or produced using such labour; nor engaging in or condoning abusive or inhumane treatment of workers;
(b) providing workers with written terms and conditions under which they will work in a language understandable to the worker;
(c) not requiring workers to pay charges or fees under any pretext in consideration for employment or applying deductions from the workers' remuneration as collateral for continued service;
(d) not withholding travel or other identity documents or otherwise unreasonably inhibiting the free movement of any workers (directly or indirectly);
(e) providing access to effective grievance mechanisms, providing equal opportunities, avoiding retaliation or discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
(f) avoiding, mitigating or remedying adverse human rights impacts to workers or communities arising from Contractor's activities to the extent practicable.

LkSG Requirements

12.3 In connection with Contractor's provision of the Goods and/or services to bp, the Contractor agrees to adhere to the protected legal positions referred to in section 2 paragraph 1 of the German Supply Chain Due Diligence Act (*Lieferkettensorgfaltspflichtengesetz*, "LkSG") and the prohibitions listed in section 2 paragraph 2 and 3 of the LkSG and to promote them in its supply chain (the "**LkSG Requirements**"). Additional information on the protected legal positions and prohibitions is available on bp's website at www.bp.com/de.

12.4 The Contractor agrees and undertakes that in connection with its obligations under clauses 12.1, 12.2 and 12.3, and in particular the LkSG Requirements, it shall:

12.4.1 maintain a system of internal controls that is sufficient to provide reasonable assurance that violations of these clauses will be prevented, and that any such violations will promptly be detected and resolved;

12.4.2 if any such violation cannot be stopped within the foreseeable future it shall be notified to bp and, upon request of bp, the contractor shall work with bp to develop and implement an action plan for stopping or mitigating the violation within a defined timeframe;

12.4.3 provide such information as may reasonably be requested from time to time by bp to enable bp's risk assessment pursuant to the LkSG and monitor compliance with clauses 12.1, 12.2 and 12.3 and in particular the LkSG Requirements. Such reasonable requests may include, in particular, responding to questions from bp, allowing its employees or members of the works council or other representative body to be interviewed without the Contractor or persons authorised by it being present and the Contractor undertakes that participation in such interviews shall not be associated with any disadvantages for the respondents.

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12.5 If bp or the Contractor has factual indications suggesting that clauses 12.1, 12.2 and 12.3 and in particular the LkSG Requirements have been breached at one of the Contractor's suppliers, the Contractor shall arrange appropriate preventive measures, including preparing and implementing an action plan to prevent, stop or minimise such violations by the Contractor's supplier. The Contractor shall also assist bp if bp decides to arrange additional preventive measures, for example by enabling bp to get directly in contact with the Contractor's supplier.

12.6 Subject to prior arrangement, bp shall be authorised to conduct audits itself or have them conducted by authorised agents at the Contractor's business premises during normal business hours and provided this does not interfere with operations. Such audits serve to monitor compliance with bp's expectations with respect to clauses 12.1, 12.2 and 12.3 and in particular the LkSG Requirements. bp or an authorised agent shall furthermore be permitted to interview the Contractor's employees and members of the works council without the Contractor or one of its authorised agents being present.

12.7 In the event that bp identifies a breach or the LkSG Requirements or the imminent occurrence thereof at the Contractor or its supplier, bp shall have the right to temporarily suspend the business relationship with the Contractor and to withhold payments or other performance owed during efforts to mitigate the risks. The foregoing right shall apply to any and all arrangements made and agreements entered into with the Contractor.

Bribery, corruption and money laundering

12.8 The Contractor acknowledges that bp has a zero tolerance policy towards bribery, corruption and money laundering. The Contractor confirms and agrees that - in relation to the PO/this contract - it will comply with anti-bribery and corruption and anti-money laundering laws and regulations applicable to both the Contractor and bp. In this course the Contractor will procure that its employees and service providers including, but not limited to, its sub-contractors, agents and other intermediaries will not, offer, give, promise to give or authorise the giving to any person whosoever including but not limited to private individuals, commercial organisations, "Public Officials" like civil servants according to § 74 (1) Z 4 StGB (Austrian Criminal Act) or public officials according to § 74 (1) Z 4a StGB, or any political party, official of a political party, or candidate for public office ("Beneficiary"), or solicit, accept or agree to accept from any Beneficiary, either directly or indirectly, anything of value including, without limitation, gifts or entertainment or Facilitation Payments ("advantages"), which might be considered as improper practice or bribery in order to obtain, influence, induce or reward official or private actions or decisions or securing any improper advantage in connection with the PO/this contract (the "Anti-Corruption Obligation"). "Facilitation Payments" shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily per-forms; and (ii) one is entitled to under the laws of the relevant country.

12.9 The Contractor shall (a) immediately report in writing to bp details of any breach of the Anti-Corruption Obligation in connection with the PO; (b) ensure and monitor compliance with the Anti-Corruption Obligation; (c) in case of any breach of the Anti-Corruption Obligation permit bp to inspect, audit and make copies of any books and records of the Contractor relating to the PO/this contract and Contractor's compliance with the Anti-Corruption Obligation through an independent and professional auditor who is obliged to observe professional discretion (e. g. certified accountant) appointed by the Contractor. In case the result of the audit performed is that the Contractor has breached Anti-Corruption Obligations, bp shall be entitled to reclaim the costs of the audit possibly incurred by bp.

Breach of clause 12

12.10 In the event that bp has legitimate reasons to suspect that the Contractor has breached the obligations under this clause 12, bp shall be entitled to rescind the PO or terminate any contract for the performance of a continuing obligation constituted by the PO with immediate effect or to withhold payments or any other performance owed, without prejudice to other rights. The foregoing right shall extend to the entire business relationship between bp and the Contractor and apply to any and all other arrangements made and agreements entered into with the Contractor.

13. Use of Subcontractors and Employment of Personnel by the Contractor or Subcontractors

13.1 The employment of subcontractors requires the prior written consent of bp - a message by fax or e-mail will be sufficient. The Contractor must ensure that the subcontractors meet all obligations it has assumed in relation to bp. In addition, the Contractor must ensure that on entering the place of business of bp, employees of the subcontractor to bp have attended bp safety training courses and contact bp personnel (fuel station partner or an entitled employee of bp on site, reception service etc.) with a valid HSSE (Health Safety Security Environment) - ID card.

13.2 The Contractor shall obligate the subcontractor in the subcontractor contract to supply the latest required certificates from the relevant social security institution and - if necessary - to provide work permits for submission to bp.

13.3 The Contractor ensures and guarantees - and verifies bp's demand - that they or their subcontractors

13.3.1 in the operation of bp employs only staff, that is legally employed under the Austrian tax and social legislation,

13.3.2 as employer properly meet their payment obligations to tax and social security authorities, or that

13.3.3 any tariff and legal claims of the staff for minimum wages are satisfied

13.3.4 to comply with all statutory provisions on the prohibition of illegal employment of labour and to avoid undeclared labour.

13.4 Should the Contractor fail to comply with the obligations stated in clause 13.2 or clause 13.3, or if the Contractor repeatedly or despite previous warnings employs subcontractors without bp's prior written consent according to clause 13.1, bp has the right to terminate the PO/the contract without any grace period and / or demand damages in place of services rendered.

14. Substances and preparations with dangerous properties

14.1 In cases of deliveries of a hazardous substance, preparation or finished product (hereinafter collectively referred to as "Substances"), as laid down in accordance with the applicable version of the Austrian Chemicals Act 1996, the following must be considered:

14.1.1 The Substances are to be described on the packaging under the Austrian Chemicals Act and other applicable laws and regulations in Austria (in particular: Name of substance, in the case of preparations the trade name or designation, name, full address and telephone number of the Contractor, danger symbols and indications of danger and risk phrases and safety advice).

14.1.2 bp must be supplied with a current safety document in German (with revision date not older than 1 year) in duplicate with the order confirmation. In case of changes, bp is to be sent an updated data sheet without having to request this.

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14.2 Insofar as the Contractor delivers a substance, preparation or article in accordance with the REACH Regulation (EG) No 1907/2006 ("REACH-VO") (hereinafter collectively referred to as "Products"), the following is to be noted:

14.2.1 The Contractor warrants and guarantees that the products fully comply with the requirements of the REACH Regulation. In particular, the Contractor warrants and guarantees that the products have been registered within the prescribed time limits;

14.2.2 that the packaging is accompanied by a safety document for bp at the time of delivery, without affecting further obligations as specified in Section 14.1.1.

14.3 The Contractor takes full responsibility for compliance with all applicable laws and regulations relating to the provision of supplies, using substances and / or products.

15. Compliance with REACH Regulations

15.1 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.

15.2 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").

15.3 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.

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

15.5 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 22 (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.

15.6 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.

16. No Duty to Investigate and Claim

16.1 bp has no obligations in terms of investigation and/or claim duties, in particular, the inspection and complaint duties under §§ 377, 378 et seq. UGB (Austrian Commercial Code) are excluded.

16.2 If defects are reported within the warranty period, it will be presumed that these defects were present at the time of delivery.

17. Defects

17.1 The Contractor warrants and guarantees that all deliveries and / or services rendered are provided in accordance with the order and are free from material and legal defects and deficiencies. The liability of the Contractor includes the parts produced and the services provided by its subcontractors. bp can justify their claims in terms of both warranties/guarantees and tort law.

17.2 If the Contractor objects to bp's desired method of execution, they must immediately notify bp in writing. Failure by the Contractor to obtain consent, or to notify bp regarding objections to sentence 1 in a timely manner, means that the Contractor cannot put forward a claim against bp because of deviations from the conditions or objections.

17.3 In case of deficient deliveries or services rendered, bp is entitled to legal demands for repair, replacement, price reduction or cancellation in full at their discretion, where the place of warranty/guarantee is the place of use as specified in the order. The right to cancellation ("Wandlung") only applies in cases of serious defects. The Contractor is obliged to bear all necessary expenses for replacement or repairing the defect. In addition, bp is entitled to withhold payment pro rata until proper rendering of services occurs.

17.4 In the case of cancellation ("Wandlung"), bp is entitled to use the Contractor's services free of charge until a suitable replacement is available. In this case, the Contractor carries the costs of dismantling / disposal and the return freight, as well as the responsibility for disposal.

17.5 If the Contractor fails to rectify or replace the defect before the expiry of the deadline set by bp, bp is entitled to remedy or replace at the expense of the Contractor or to have this done by a third party. The same applies if time is short due to imminent danger and the Contractor cannot be reached or is not able to remedy the situation or make the replacement in time. The Contractor will be informed of this immediately.

17.6 The claims of bp due to material and legal defects expire in accordance with legal regulations. The expiration period will be extended by the period between the occurrence of the defects and the remedy thereof. Should the Contractor fail to find a remedy for the defect, then the date of receipt of the declaration to that effect by bp is authoritative. In cases of a subsequent delivery, the expiration period begins upon receipt of the goods at the agreed delivery point or, if agreed, with the new acceptance of goods.

18. Liability of the Contractor

The Contractor shall be liable for any damages caused by them and / or their vicarious agents in connection with their service and delivery duties, and the Contractor shall indemnify bp for and hold bp harmless against any claim of any third party in connection with the delivery or services provided under this contract.

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19. Cancellation, Withdrawal from the Contract

19.1 Unless otherwise agreed in writing, bp is entitled to terminate service contracts, framework-delivery contracts and similar contracts, which actually constitute continuing obligations (e.g. maintenance contracts, etc.) at any time, by giving a one month notice period. bp is also entitled to terminate such contracts, without notice at any time, for any significant reason (i.e. a breach of a contractual obligation deemed essential by bp). Should the contract be prematurely cancelled by bp, for any reason for which the Contractor is responsible, the Contractor will receive payment only for the services provided up to the point of notification of cancellation by bp. Further claims of the Contractor, in particular claims for compensation, are excluded. In particular, the Contractor must compensate the resulting additional expenses to bp. Compensation claims by bp are not affected.

19.2. bp can withdraw any time from purchasing and manufacturing contracts for any significant reason (i.e. a breach of a contractual obligation deemed essential by bp) subject to a 14-day grace period.

19.2.1 bp can withdraw from the PO/ the contract in whole or in part without any notice, if:

i) the Contractor, after being notified by bp, even without the express extension of deadline, an adequate grace period has in fact been provided;

ii) bp has reasonable grounds to believe that the Contractor will not or will not be in a position to fulfil the essential contractual obligations before the contractually agreed deadline;

iii) one or several attempts to fulfil the terms have failed.

19.2.2 bp has the right, notwithstanding any withdrawal, to remedy the omitted or insufficient supply of goods and services itself (self-performance) or through a third party (substitute performance) at the expense of the Contractor. The resulting costs and / or expenses may be invoiced either directly by bp, where a payment period is agreed 30 days after issue of the invoice, or deducted from the next payment due from bp to the Contractor.

19.2.3 The Contractor is required to give bp or its subcontractors access to their equipment or materials, etc., in cases where the right to self-performance or substitute performance comes into force. The Contractor is required to provide the client access to relevant rights, documentation (such as shop drawings, calculations) or other information in cases where the right to self-performance or substitute performance comes into force.

19.2.4 In the event of a withdrawal from the PO/the contract, bp has the right to free use of subject matter of the contract until acceptance of an alternative solution.

19.2.5 In the event of a partial withdrawal, bp will accept partial deliveries and / or services rendered not affected by the withdrawal and will pay proportionately. Further claims of the Contractor, in particular claims for compensation, are excluded.

20. Force Majeure

20.1 In cases of force majeure, that is for the parties unforeseeable and unavoidable events such as included, but not limited to natural disasters, hostage taking, war, revolution and strikes, the contractual parties are released from their obligations for the duration of the disruption and to the extent of its effect on fulfilling their obligations.

20.2 The affected contractual party must immediately give the other party necessary information about the nature and duration of the disorder.

20.3 Failure to comply with deadlines by suppliers to the Contractor or by the Contractor or employed carriers, is explicitly not a case of force majeure.

20.4 The contracting parties are required to amend in good faith the terms of the contract in light of the changed circumstances. Notwithstanding the aforementioned, bp reserves the right to withdraw or terminate the PO in whole or in part if it has a legitimate economic interest in the rejection of the goods / services because of the delays caused by force majeure. The duty of payment for the partial deliveries of goods / services accepted by bp will remain unaffected, whereas the Contractor's claim to compensation and for payment of the (undelivered or not accepted) rest is void.

21. Insurances

21.1 Unless otherwise agreed in writing between the contractual parties, the Contractor must have for the duration of the PO, including warranty periods and statutory periods of limitations, liability insurance protection with industry- standard conditions, with minimum coverage of 1.5 million € per event. The Contractor is obliged to keep the insurance coverage for the duration of the contract relationship. The Contractor must provide bp at its request with the appropriate insurance certificate.

21.2 Any provided insurance coverage by the Contractor as required above does not limit any obligation and liability of the Contractor (according to Clause 18 above) and shall in no way be interpreted as such.

21.3 The insurance policies of the Contractor which are relevant to the performance of the PO must contain a waiver of subrogation ("Regressverzicht") in favour of bp.

22. Confidentiality, Ownership of the Documents Made Available and the Right to Use the Results

Notwithstanding the parties' otherwise existing confidentiality agreements, the following shall apply:

22.1 The Contractor must - even after the termination of the relationship - treat all information it receives for the preparation or execution of the PO as confidential. This does not apply to information that is made publicly available or which the Contractor has obtained without breach of their own or other confidentiality obligations (e.g. from third parties not subject to confidentiality or through their own independent efforts).

22.2 All physical materials, templates and documents, pictures, drawings, plans, calculations, analysis, recipes provided by bp and ideas and know-how expressed by bp, including advertising lines and products remain the property of bp. These may not be made available to third parties and are to be returned to bp or destroyed completely without being requested to do so. Protocols may only be kept for verification purposes, and the resulting information may not be used to inform third parties.

22.3 For the purposes of Clause 22, a third party is considered any natural or legal person other than the parties, except if employed as special professional or subcontractor by the Contractor and obligated to the Contractor in the same manner, as described here in Clause 221.

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The German original can be requested at any time from your bp procurement contact.

22.4 bp holds exclusive rights of use to all the works, results, pictures, drawings, calculations, analysis, recipes, commercial lines, promotional products, photographs and other works developed by the Contractor at the conclusion and implementation of delivery and / or services. These rights are to be included in the agreed price.

22.5 bp holds the Contractor liable for all damages caused by negligence on their part or on the part of their agents, which bp has deemed to result from violation of these confidentiality obligations.

23. Proprietary Rights

23.1 The Contractor warrants and guarantees that all goods and services are free from property rights of third parties, and particularly that in the delivery and use of the delivered goods and services patents, licenses or other rights of third parties are not violated.

23.2 The Contractor releases bp from any culpable infringements towards third parties and shall bear all costs incurred by bp in this context.

23.3 At its own discretion, bp is entitled, at the cost of the Contractor, to deny permission of use of the delivered goods and services from the owner or to withdraw from the PO.

24. Publishing / advertising

The Contractor is forbidden to publish, alone or together with others, information, articles, photographs, illustrations, or any other material in connection with the order in publications (written, website, etc.) without the prior written consent of bp or use it for advertising purposes ("use"). This also applies to the use of industrial property rights, such as trademarks or logos of bp. Consent must be obtained in writing for each individual use.

25. Reorganisation

The Contractor must inform bp immediately about the opening, suspension or discontinuance of reorganization proceedings under the Corporate Reorganisation Law and send bp a monthly report during the reorganisation period on the state of reorganisation.

26. Prohibition of Assignment

26.1 The Contractor may not assign to third parties the rights and duties stated in the order or parts thereof without the prior written consent of the other party.

26.2 bp is entitled to assign its rights and obligations under this contract, including but not limited to one of its affiliates, in accordance with § § 15 et seq. Dt. AktG (German Stock Corporation Law).

27. Digital Security

The Contractor shall protect bp´s data at all times and will implement relevant industry best practice information security protections and controls, including operating information security management practices, relevant technical controls

and ensuring that the Contractor´s personnel adopt good information security behaviours. The Contractor agrees that it shall immediately notify bp of: (i) any actual, threatened and/or suspected unauthorised or unlawful access to, processing, destruction, damage or disclosure of bp's data; and/or (ii) any accidental loss of bp's data. If an incident referred to in this clause 27 occurs, the Contractor shall provide all necessary assistance as requested by bp with notifications that may be required under applicable law.

28. Data Protection

28.1 bp hereby informs the Contractor that personal data which bp receives from the Contractor may be processed by bp as, and to the extent, permitted by law, in particular applicable data protection laws like the EU General Data Protection Regulation (GDPR) and the Austrian Data Protection Act, and that bp reserves the right to process such data. Processing is performed if it is necessary to enter into, carry out or terminate the PO with the Contractor. bp may engage third party service providers for the processing of data on behalf of bp.

28.2 If bp engages the Contractor for the processing of personal data on behalf of bp or if bp transfers personal data to the Contractor for other purposes, then the Contractor shall comply with all applicable legal provisions, in particular data protection laws like the EU General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (Datenschutzgesetz), and, if and to the extent necessary pursuant to such legal provisions, enter into a separate written agreement with bp regarding the protection of such data (e.g. an agreement pursuant to article 28 GDPR in cases where the Contractor processes data on behalf of bp or an agreement pursuant to article 26 GDPR in cases where the Contractor and bp are joint controllers).

28.3. The Contactor has a right of access and rectification, restriction of processing of his personal data or right of erasure of his personal data. Further the Contractor has a right of complaint to Österreichische Datenschutzbehörde, Wickenburggasse 8,1080 Wien, Telefon: +43 1 52 152-0, e-Mail: dsb@dsb.gv.at.

29. Jurisdiction

29.1 The parties agree that exclusive jurisdiction for all disputes arising from the contract directly or indirectly falls on the appropriate Commercial Court of Vienna.

29.2 bp, however, reserves the right to assert its claims at any other competent court of jurisdiction.

30. Partial Invalidity

Should parts of this GPC be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid condition that corresponds as closely as possible to the original provision.

31. Applicable Law /Contract Language

The Austrian law applies to the exclusion of international private law and the exclusion of United Nations Agreements on Contracts for the International Sale of Goods of 11/04/1980 (UNCITRAL). The contract language is German. To the extent that the parties make use of another language, the German wording shall take precedence.