



GENERAL TERMS AND CONDITIONS OF PURCHASE
OF BP EUROPA SE
FOR DELIVERIES AND SERVICES

Version: September 2021

1. Scope of Application

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "**GTCP**") are part of all purchase orders, assignments and contracts, including all framework contracts such as, for example, bulk purchase contracts (*Mengenkontrakt*) or value contracts (*Wertkontrakt*), (hereinafter collectively and individually referred to as "**PO**"), which
- a) BP Europa SE in Germany; or
- b) an entity affiliated with BP Europa SE within the meaning of sections 15 *et seq.* of the German Stock Corporation Act (*Aktiengesetz*, "AktG") and domiciled in Germany, in particular Ruhr Oel GmbH,
- (each of the entities above hereinafter individually referred to as "**bp**") furnishes or concludes from Germany in connection with the delivery of products and goods (hereinafter collectively referred to as "**Goods**") and/or the provision of other services (*Leistungen*) for BP Europa SE or for any entity affiliated with BP Europa SE within the meaning of sections 15 *et seq.* AktG and domiciled in Germany, provided that these GTCP are incorporated into the relevant PO.
- 1.2 The GTCP shall also apply to any request for proposal or quotation by bp (hereinafter collectively referred to as "**Proposals**") as well as to any future business with the contractor (hereinafter referred to as the "**Contractor**") concerning the purchase of Goods and/or other services.
- 1.3 The Contractor will be notified in writing or by e-mail in advance of any amendments or additions to these GTCP. If the Contractor fails to object to any amendments or additions in text form within one month from the date of notification, they shall be deemed approved. The Contractor will be advised of this again separately in the notification of amendment or addition.
- 1.4 Conflicting, additional or otherwise deviating terms and conditions put forward by the Contractor are hereby rejected. They will apply only if and to the extent bp has declared expressly and in writing that it agrees to them.
- These GTCP shall apply even if bp, with knowledge of terms and conditions of the Contractor which conflict with or otherwise deviate (e.g. through additional provisions) from the GTCP, accepts the delivery and/or other service without reservation.
- 1.5 These CTCP shall apply solely to entrepreneurs within the meaning of section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB"), legal persons under public law and special funds under public law.

2. Elements of a PO and their Order of Precedence

- The PO shall be constituted by the following elements and these shall be read and construed as mutually complementary, but in the event that there is any conflict between them they shall apply in the following order of priority:
- 2.1 the purchase order, assignment or contract document itself (including its annexes except for such annexes listed separately under clauses 2.2–2.4 below);
- 2.2 the minutes of negotiations (if existent and referenced in the purchase order, assignment or contract document);
- 2.3 these GTCP;
- 2.4 any special and general technical conditions and regulations relating to the object of the PO (e.g. DIN standards).

3. Requests and POs, Proposals by the Contractor, Conclusion of Contract, Form Requirements, Further Correspondence

- 3.1 If bp requests a Proposal from the Contractor, then such request shall be binding for the Contractor's Proposal. The Contractor shall explicitly indicate any deviations of its Proposal from bp's request. The request is non-binding on, and may be altered by, bp. Proposals, drafts, samples and models from the Contractor are provided to bp free of charge and do not constitute any obligation on the part of bp. Unless otherwise agreed, no remuneration or compensation is payable for site visits or the preparation of Proposals, projects etc.
- 3.2 It is incumbent upon the Contractor to inform itself of the prevailing conditions on the site prior to the submission of its Proposal and prior to the beginning of work. For deliveries and other services, the net price, exclusive of value added tax, shall be quoted.
- 3.3 Any PO furnished or agreed upon verbally or by telephone as well as any subsequent amendment or change of a PO, including these GTCP or other elements of the PO, agreed upon verbally or by telephone has to be confirmed by the parties at least in text form for the purposes of proof and proper documentation. Any other form requirements provided for by the PO, including these GTCP, or by law remain unaffected.
- 3.4 If the Contractor has any concern regarding the specifications for the delivery of Goods or other services as provided for in bp's request or the PO, then the Contractor shall prior to the conclusion of the contract notify bp of its concern at least in text form and wait for bp's decision whether such specifications shall remain unchanged in spite of such concern. This shall in particular (without limitation) apply to any concern regarding (i) the suitability of Goods and/or other services, thus specified, for the use to which the Goods shall be put according to the request or PO, or for their customary use,



and/or (ii) the conformity of the specifications with requirements provided for by law, administrative bodies or employers' liability insurance associations (*Berufsgenossenschaften*) or generally recognised engineering rules and standards. If the Contractor does not notify bp of such concerns in time or does not wait for bp's decision, then the Contractor may not plead vis-à-vis bp that the specifications provided by bp were incorrect.

- 3.5 The Contractor shall quote the number and date of bp's request for Proposal or, as the case may be, of bp's purchase order in all correspondence with bp including (but not limited to) invoices, certificates of delivery and/or performance (hereinafter collectively referred to as "**Certificates of Performance**"), e.g. delivery notes, and dispatch notes.

4. Remuneration, Prices

- 4.1 The agreed prices are fixed for the term of the PO, and are understood to be subject to the applicable value-added tax.

- 4.2 If the remuneration agreed is not a one-off fixed price (but e.g. to be determined on the basis of material quantity (*Aufmaß*), agreed hourly or daily rates or other unit prices (*Einheitssätzen*)), then the Contractor shall prepare and provide to bp detailed written Certificates of Performance in a format to be agreed in advance with bp and setting out the price calculation in a transparent and verifiable manner. Unless agreed otherwise, a Certificate of Performance regarding services provided on the basis of a time-based pay, e.g. hourly or daily rates, has to evidence the performance by way of a properly structured breakdown of the dates of performance, of the type of work performed and of the time spent for such work on each date as well as of the aggregate time spent. Unless specified otherwise in the PO, Certificates of Performance and corresponding invoices shall be submitted monthly.

- 4.3 The prices cover all costs and expenditures for the delivery to the agreed destination (e.g. address, plant, building, filling station, other place of delivery/of provision of services) including costs and expenditures for transportation and import duties ("DDP" – Delivered Duty Paid – pursuant to the ICC Incoterms 2020); the Contractor shall submit to bp an invoice with German VAT. In case the Contractor does not have a VAT registration in Germany "DAP agreed destination" (Incoterms 2020) shall be deemed to be agreed. In such case bp shall release the Goods for free circulation and pay the relevant import VAT. The Contractor shall submit to bp an invoice without VAT and refer to the delivery condition DAP.

- 4.4 Additional goods and/or services beyond the scope of the PO will be paid only if they have been commissioned by bp beforehand. Their unit prices (*Einheitssätze*) must correspond to the pricing in the PO.

5. International Trade Regulations

- 5.1 The Contractor shall ensure that, in performing its obligations under the PO, it and – subject to the provisions in clause 13 below – its sub-contractors comply with all applicable laws, rules and regulations relating to export control, trade embargoes and other trade restrictions and controls, including but not limited to 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 Regulation) and the United States International Traffic in Arms Regulations (hereinafter collectively referred to as "**Trade Restrictions**"). Failure by the Contractor and its sub-contractors to comply with applicable Trade Restrictions shall constitute a breach of a material contractual obligation on the part of the Contractor. The Contractor shall compensate bp for any and all loss or damage it incurs as a result of the Contractor's failure to comply with Trade Restrictions and shall indemnify bp in full against any and all third-party claims.

- 5.2 The Contractor shall furthermore ensure that, in performing its obligations under the PO, it and – subject to the provisions in clause 13 below – its sub-contractors also comply with any and all other rules and regulations applicable to the PO. In the event of any violation of such rules and regulations, the legal consequences set out in clause 5.1 sentences 2 and 3 shall apply *mutatis mutandis*.

- 5.3 Unless expressly agreed otherwise in the PO, the Contractor shall be solely responsible for applying for and obtaining appropriate governmental authorisations for the export and import of any equipment, software, technology goods or services to or for the benefit of bp. Upon justified request, bp shall provide the Contractor, at no cost to bp, with reasonable assistance in determining the applicable Trade Restrictions and in applying for necessary authorisations and completing required formalities. bp assumes no responsibility or liability for the Contractor's failure to properly determine applicable Trade Restrictions, obtain necessary authorisations or complete required formalities.

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

- 5.5 The provisions of this clause 5 shall survive the expiry or termination of a PO (on whatever grounds) for a period of 10 years.

6. Provision, Review, Inspection and Alteration of the Delivery and/or Other Service.

- 6.1 In the provision of the goods and/or other services, the Contractor may employ only such skilled personnel (*Fachkräfte*) as possess the necessary qualifications and appropriate professional experience (hereinafter referred to as "**Competencies**"). These Competencies shall be demonstrated on bp's request in the form of educational attainment, certificates or documentation of professional experience.

- 6.2 bp reserves the right to verify the existence of the Competencies by means of appropriate inspections at the Contractor's or bp's premises during normal business/working hours with at least two working days' advance written notice, and in cases of imminent danger without advance notice and outside normal business/working hours.

- 6.3 In cases where there is reason to doubt the existence of the Competencies in employees and/or sub-contractors deployed at bp's premises by the Contractor, bp reserves the right to request that the Contractor remove the employees and/or sub-contractors in question from the work and replace them with qualified employees and/or sub-contractors at the Contractor's expense.



- 6.4 Should the Contractor, during the provision of the contractual delivery and/or other service, realise that changes or improvements of the content and/or scope of the delivery and/or other service appear necessary or expedient, then the Contractor shall notify bp of this in writing without undue delay, stating the possible changes in costs, and must obtain a decision as to whether the PO should be continued in an altered or improved form. bp shall be obliged to take a decision on this without undue delay.
- 6.5 bp has the right to review and inspect, or to have a third party review and inspect the delivery and/or other service which the Contractor is to provide, or any portions thereof, at any time during normal business/working hours with at least two working days' advance written notice, and in cases of imminent danger without advance notice and outside normal business/working hours. The Contractor shall advise bp, within an appropriate period, where and when such a review and inspection of the delivery and/or other service can take place. The exercise of such review and inspection right by bp shall not create or grant rights of/to the Contractor; such review and inspection shall in particular (without limitation) not be deemed to constitute an acceptance of the delivery and/or service by bp. If the inspection is unsuccessful, the Contractor shall bear the costs of a repeat inspection.
- 6.6 The Contractor shall put bp, or, as the case may be, the third party retained by bp for the review, in the position to undertake the review and inspection without limitations, and must make the appropriate facilities and assistance available to bp or, as the case may be, the third party retained by bp.
- 6.7 bp shall be entitled to request changes in the deliveries and/or services agreed upon with the Contractor. The foregoing shall not apply if the changes would violate applicable law or pose a risk to life and limb or substantial damage to property. Should such a change have an impact on contractual provisions, for example with regard to payment and/or completion deadlines, the Contractor will notify bp of this without undue delay. The parties will thereupon agree at least in text form any adjustment to the PO required by the change, taking account of increased or reduced costs arising from this change.

7. Occupational and Product Safety, Compliance with Laws and Administrative Provisions

- 7.1 The Contractor shall be responsible for compliance (including by all sub-contractors it deploys) with all relevant occupational safety and accident prevention regulations (*Arbeitsschutz- und Unfallverhütungsvorschriften*), and any of bp's internal safety rules, which the Contractor shall familiarise itself with independently. In the event of material or multiple breaches, bp shall, without prejudice to any other rights it may have, be entitled to rescind the PO or to terminate any contract for the performance of a continuing obligation (*Dauerschuldverhältnis*) constituted by the PO with immediate effect or to withhold payments or any other performance owed.
- 7.2 The Contractor warrants that all Goods delivered or manufactured as well as all other services provided by it
- a) meet all relevant legal and administrative regulations, generally recognised engineering rules and standards, occupational safety and accident prevention regulations and regulations on technical work equipment;
 - b) are supplied with all necessary safety devices, identification labelling and user instructions; and
 - c) are so constituted that users or third parties are protected from all types of risks associated with the intended use, and in particular that any associated risks of accidents and occupational illnesses are eliminated.

8. Delivery Deadlines, Delayed Delivery

- 8.1 The deadlines (dates or periods) for the delivery of Goods and/or provision of other services, including intermediate deadlines, specified in the PO or otherwise agreed are binding.
- 8.2 If the Contractor realises that it will not be possible to comply with a deadline specified in the PO or otherwise agreed for any reason, it shall inform bp of this in writing without undue delay, stating the reasons for the delay and the anticipated duration of the delay.
- 8.3 The rights of bp resulting from a failure of the Contractor to meet a deadline specified in the PO or otherwise agreed shall be determined in accordance with German statutory law, unless otherwise provided for by these GTCP.
- 8.4 If the Contractor is in default on grounds for which the Contractor is responsible, bp may, in addition to any more extensive statutory claims, require lump-sum compensation of the loss/damage due to default in the amount of 1% of the total fees agreed for the respective PO (less VAT) per completed calendar week, but not more than 5% of the total fees agreed for the respective PO (less VAT). bp reserves the right to show that it incurred greater loss or damage. The Contractor reserves the right to show that no loss or damage was incurred, or that the loss or damage incurred was substantially less.
- 8.5 The unconditional settlement of an invoice by bp shall neither exclude nor restrict bp's rights due to a failure to comply with agreed deadlines or due to any other delay in the delivery and/or service; this shall in particular (without limitation) apply to damages claims due to the Contractor being in default.
- 8.6 The Contractor can only claim that necessary documents or other advance deliverables have not been provided by bp if the Contractor has sent a written reminder regarding the provision of the documents or other advance deliverables specifying an adequate grace period and this grace period has expired without result, for reasons not attributable to the Contractor.
- 8.7 If the Contractor delivers the Goods earlier than agreed, bp reserves the right to return the Goods at the Contractor's expense. bp reserves the right to make payments at the initially agreed due date even though delivery occurs early.

9. Delivery, Packaging, Place of Performance, Certificates of Delivery and Performance (e.g. Delivery Notes)

- 9.1 The Goods are to be packaged in such way that damage in transit is avoided and environmental protection aspects are taken into consideration. Where reusable, invoiced packaging is used, it shall be credited at its full invoice value upon return. The credit note must always be submitted in a single copy, indicating the invoice on which the packaging had been charged. Otherwise, all packaging material shall remain with bp for disposal.



- 9.2 When delivering goods and/or providing other services involving hazardous substances pursuant to clause 14.1 or products pursuant to clause 14.2, then the packaging provided or used has to identify the following:
Trade name/name of substance, name and complete address including telephone number of the Contractor, pictogram or symbol for the hazard, hazard and safety instructions (risk and safety warnings/statements; or hazard and precaution warnings/statements).
- 9.3 Where it has been agreed that certificates on the testing of the Goods to be delivered are to be provided, these certificates form a fundamental part of the delivery and are to be included with the delivery.
- 9.4 If the above provisions under clauses 9.1 to 9.3 are not complied with, bp reserves the right to return the Goods at the Contractor's expense. bp is entitled to inspect the contents and condition of such shipments to verify whether or not the provisions under clauses 9.1 to 9.3 have been complied with.
- 9.5 The Contractor shall bear any costs arising from misdirection of deliveries if it is responsible for transportation or is otherwise responsible for the misdirection of the delivery.
- 9.6 The Contractor may only make partial deliveries of Goods and/or services if bp has agreed to this at least in text form. In the case of a delivery of Goods, the Contractor must state on the delivery note that it is a partial delivery and must specify the quantity remaining for delivery.
- 9.7 bp will only pay for additional/excess deliveries if they are used by bp or bp otherwise accepts the implied Proposal to amend the contract inherent in the additional/excess delivery. bp shall otherwise be entitled to refuse acceptance of additional/excess Goods or to return them to the Contractor at the latter's expense.
- 9.8 The place of performance for a delivery or other service shall be the destination (e.g. address, plant, building, filling station, other place of delivery/of provision of services) specified in the PO or otherwise agreed by bp.
- 9.9 The Contractor shall provide adequate and verifiable Certificates of Performance for all deliveries made and services provided to bp. Each PO shall have a separate Certificate of Performance. In respect of deliveries of Goods, the Contractor shall provide a uniquely numbered delivery note. Each Certificate of Performance must show the date and number of the PO to which it relates. It has to correspond to the respective purchase order, both in terms of content and structure; it is in particular required that each item in the Certificate of Performance can be clearly attributed to the corresponding purchase order item (clear reference of the delivery or service description to the individual purchase order item). The Certificate of Performance must not contain any items other than those contained in the PO. The Certificate of Performance must exactly describe the type and scope (e.g. amount, duration) of the delivery and/or other service as well as the date and the place of each delivery and/or provision of service. In respect of deliveries and services that are not made/provided at a fixed package price, the Certificate of Performance must also meet the requirements set out in clause 4.2 above.
- 9.10 A Certificate of Performance which is not issued properly in accordance with the provisions of these GTCP is deemed to have not been issued at all. bp may withhold payment regarding the goods and services intended to be evidenced by such improper Certificate of Performance until proper Certificates of Performance for such goods and services have been issued. Further requirements for the payment claim becoming due and enforceable (*durchsetzbar*) remain unaffected.
- 10. Transfer of Risk and Title, Acceptance**
- 10.1 The risk of accidental loss of, or damage to, the Goods remains with the Contractor until receipt of the Goods conforming with the PO at the location specified in the PO or otherwise agreed.
In case of deliveries requiring installation or assembly by the Contractor, risk of accidental loss or damage shall pass to bp upon acceptance in writing by bp.
- 10.2 Title in the Goods (and where other services are provided, in the materials) shall, subject to any retention of title, pass to bp on delivery. The delivery of the Goods or materials shall not be subject to any retention of title by the Contractor. If bp effects the payment for the Goods and/or other service prior to their delivery, then title in the Goods and/or materials shall pass to bp upon such payment being made.
- 10.3 If acceptance of the delivery and/or other service is required by law or by the PO, the Contractor shall apply for such acceptance to bp in writing. A written certificate of acceptance (*Abnahmeprotokoll*) shall be created and signed by the parties. A signed Certificate of Performance is no substitute for acceptance. Should partial service be agreed upon, a separate acceptance will be made for each part of the service. In all other respects, the statutory provisions on acceptance shall apply.
- 11. Invoicing, Due Dates**
- 11.1 The original of the invoices are to be sent to the invoice address specified in the PO and – unless otherwise agreed – only following delivery of the Goods and/or performance of services. Each PO shall have a separate invoice. Unless otherwise expressly agreed, original invoices must not be attached to the goods delivery.
- 11.2 Invoices must show the number and date of the PO for which they are issued. They have to correspond to the respective order, both in terms of content and structure, it is in particular required that each invoice item can be clearly attributed to the corresponding purchase order item (clear reference of each invoice item to the purchase order item). Invoices must not contain any items other than those contained in the PO.
- 11.3 Furthermore, all invoices must comply with any applicable legal requirements. In particular, invoices must separately show value-added tax at the statutory rate and contain any information and comply with any other requirements that arise under the applicable laws as amended (at present, sections 14 and 14a of the German Value Added Tax Act (*Umsatzsteuergesetz*, "UStG") in particular), EU directives as well as administrative directives regarding the claiming of input tax relief.



- 11.4 Invoices for partial deliveries and/or partial performance must be designated as partial invoices. Final invoices must be designated as such; the same applies to partial final invoices.
- 11.5 An invoice which is not issued properly in accordance with the provisions of these GTCP is deemed to have not been issued at all. bp may withhold payment regarding the goods and services billed with such improper invoice until a proper invoice for such goods and services has been issued. Further requirements for the payment claim becoming due and enforceable (*durchsetzbar*) remain unaffected.
- 11.6 Unless stated otherwise in the PO, payment of the Contractor's invoice will become due within
- a) 21 days following receipt of the invoice (with a cash discount of 3%), or
 - b) within 30 days after receipt of the invoice (net),
- provided (i) the invoice satisfies the requirements of clauses 11.1 through 11.4 above, and (ii) the Goods have been received as stipulated at their destination or the other service has been performed as stipulated.
- 11.7 If early deliveries are accepted, the due date for payment is based on the agreed delivery deadline.
- 11.8 If the invoiced Goods arrive at a date later than that of the invoice, the goods receipt date is considered to be the invoice date.
- 12. Business Policy Principles of bp (Code of Conduct)/Human Rights/Bribery, Corruption and Money Laundering**
- 12.1 The Contractor acknowledges the principles of bp's business policy set out in bp's Code of Conduct and undertakes to adhere to, and act consistently with, these principles in connection with the performance of the PO. The Contractor shall furthermore ensure that any sub-contractors it engages also agree to observe these principles. The Code of Conduct is available on bp's website at www.bp.com/de.
- 12.2 The Contractor hereby confirms that it has carefully read bp's "Business and human rights policy", which is available on bp's website at www.bp.com/Humanrights.
- In connection with the Contractor's performance of the PO and consistent with these principles, the 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 child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
 - b) providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant legal framework; and
 - c) mitigating or avoiding adverse impacts to the general public arising from the Contractor's activities as far as possible.
- 12.3 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 – it will comply with all anti-bribery and corruption and anti-money laundering laws and regulations applicable to both the Contractor and bp. In this context the Contractor warrants that neither the Contractor itself nor any of its owners, managing directors, senior employees, employees or other persons engaged by it, such as vicarious agents, commercial agents or other intermediaries, make, offer or promise any payments including bribes (also referred to as "Facilitation Payments") or grant any financial or other inappropriate inducements of any kind in connection with the conclusion and the implementation of the PO, which are or may be viewed as illegal practice or bribery (collectively referred to as "**Inducements**") whether directly or indirectly to third parties such as, for instance, private persons, commercial organisations, public officials or persons entrusted with special public service functions for the purposes of section 11 nos. 2 and 4 of the German Criminal Code (*Strafgesetzbuch*) ("**Public Persons**"), political parties, representatives of a political party or candidates for public office (collectively referred to as the "**Beneficiaries**") in order to procure public or private actions or decisions in connection with PO, or accept or allow such payments, bribes or inducements to be promised to them by Beneficiaries (hereinafter collectively referred to as "**Anti-Corruption Obligations**"). Facilitation Payments mean payments or other benefits provided to a Public Person which are not provided for by law and which are made for purposes of causing the Public Person to expedite or carry out an official act for which an entitlement exists, in principle, in accordance with applicable law.
- 12.4 The Contractor is obliged (a) to notify bp in detail and in writing of any breach of the Anti-Corruption Obligations within the context of the PO without undue delay; (b) to ensure that the Anti-Corruption Obligations are complied with and to monitor compliance; and (c) in the event that the Anti-Corruption Obligations are breached, to permit bp to have all books and records that are connected with this PO and the Anti-Corruption Obligations audited for a possible breach of the Anti-Corruption Obligations by a person subject to professional confidentiality obligations and engaged by the Contractor (e.g. auditors) and to permit them to have copies of such books and records made. If the audit reveals that the Contractor has breached the Anti-Corruption Obligations, bp shall have a claim for reimbursement of any audit costs incurred by it.
- 12.5 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.
- 13. Use of Contractor and Sub-Contractor Personnel**
- 13.1 The use of sub-contractors requires bp's prior written consent. The Contractor must subject the sub-contractors to all obligations to which itself is bound in relation to bp and shall ensure that they comply with these obligations.



- 13.2 The Contractor shall oblige the sub-contractor, in a sub-contractor agreement, to provide the Contractor on demand all required certificates of latest date from the relevant tax authorities, social insurance institutions and professional association, as well as – if necessary – work permits, to be presented to bp. Moreover, the Contractor shall ensure that the employees of the sub-contractor, in case of their deployment into the operations and business locations of bp, identify themselves to bp's works security department (plant security, gate security guards, etc.) as sub-contractors of the Contractor.
- 13.3 The Contractor shall ensure and prove to bp upon request that
- a) the Contractor's and its sub-contractor's personnel at bp's premises are legally employed in accordance with German tax and social security regulations;
 - b) the Contractor duly complies with its obligations for employer payments in relation to tax authorities and social insurance institutions;
 - c) personnel's possible claims of minimum wages based on law or in accordance with the collectively agreed scale are met;
 - d) all statutory conditions relating to the ban on illegal employment of workers and the avoidance of illegal work are followed based on, by way of example but not limited to, the German Temporary Employment Act (*Arbeitnehmerüberlassungsgesetz*), the German Posted Workers Act (*Arbeitnehmerentsendegesetz*) (e.g. submission of work permits where necessary).
 - e) the Contractor permanently complies with all EC anti-terrorism regulations, in particular Nos. 2580/2001, 881/2002, 553/2007, 753/2011 in connection with the engagement of sub-contractors.
- 13.4 If the Contractor breaches its obligations under this clause 13, then bp shall, without prejudice to any other rights it may have, 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.
- 14. Substances and Preparations with Hazardous Properties/REACH Regulation**
- 14.1 If the Contractor's deliveries or other services involve the use of a substance, mixture or product within the meaning of Regulation (EC) No 1272/2008 (CLP Regulation) or a hazardous substance under section 19, (2) no. 1 to 5 of the German Chemicals Act (hereinafter collectively referred to as "**Hazardous Substances**"), the following must be observed by the Contractor:
- a) Current safety data sheets in German (with a revision date not older than 1 year) for all Hazardous Substances shall be made available to bp, in duplicate, at all times, for the first time at conclusion of the contract. The safety data sheets must include the classification of the Hazardous Substances in accordance with the CLP Regulation. In the event of any changes, bp shall be sent, unrequested, an updated safety data sheet in duplicate.
 - b) bp or the co-ordinator identified by bp under section 15 of the German Hazardous Substances Act (*Gefahrstoffverordnung*, "GefStoffV") shall be provided, unrequested, prior to the beginning of work, with the operational instructions pursuant to section 14 GefStoffV regarding the Hazardous Substances to be used by the Contractor, and the required risk assessments according to the German Occupational Safety and Health Act (*Arbeitsschutzgesetz*, "ArbSchG") and the German Hazardous Substances Act.
- 14.2 If the Contractor supplies a substance, preparation or product within the meaning of Article 3 of 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 Regulation") (hereinafter collectively referred to as "**Products**"), the following must be observed:
- a) The Contractor represents and warrants that the Products are fully compliant with the requirements of the REACH Regulation. The Contractor represents and warrants, in particular, that the Products have been registered within the applicable periods. For the purposes of this clause, registration of substances in the Goods supplied as intermediates shall not be deemed to be a full registration unless otherwise agreed with bp.
 - b) Without prejudice to further obligations of the Contractor under these GTCP, in particular clause 9, a current safety data sheet as described in clause 14.1 a) shall be attached to the packaging at delivery, and made available to bp. The Contractor 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 the REACH Regulation.
- 14.3 The Contractor represents and warrants that all supplies of the Goods during the term will be compliant with the REACH Regulation 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").
- 14.4 The Contractor will ensure that, once registered, all substances contained in the Goods which require REACH registration continue to have full registrations in accordance with the provisions of the REACH Regulation.
- 14.5 The Contractor will keep bp regularly informed of any changes in the REACH registration details of any of the substances contained in the Goods.
- 14.6 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), the Contractor shall provide full details of the REACH registration of any of the substances contained in the Goods.
- 14.7 Otherwise, when making deliveries and/or providing other services involving the use of Hazardous Substances and/or Products, the Contractor shall bear full responsibility for compliance with the REACH Regulation as well as any other applicable laws and regulations (in particular the German Chemicals Act, the German Hazardous Substances Act, the German Prohibited Chemicals Ordinance (*Chemikalien-Verbotsverordnung*), the German Technical Rules for



Hazardous Substances (*Technische Regeln für Gefahrstoffe*, "TRGS") and rules and regulations of the employers' liability insurance associations (*Berufsgenossenschaften*)).

15. Quantity and Quality Check, Notification of Defects

- 15.1 Goods acceptance is always subject to a quantity and quality check.
- 15.2 In respect of bilateral commercial transactions regarding the purchase of goods or the delivery of movables to be manufactured or produced, the statutory provisions regarding the obligation to inspect delivered goods for defects, and to notify discovered defects (sections 377, 381 of the German Commercial Code (*Handelsgesetzbuch*, "HGB")) shall apply with the following proviso:
- a) The inspection obligation shall in principle be limited to such defects which become evident through a visual examination of the delivered goods at an incoming goods inspection and through a quality check by way of a random sample test. Whether further inspections are required as part of the ordinary course of business depends on the circumstances of the individual case.
- b) The obligation to give notice of latent defects discovered at a later point in time remains unaffected. The notification of such defects shall be deemed to have been made without undue delay and in good time if it is received by the Contractor within two (2) weeks from the time of discovery.
- 15.3 As regards deviations in weight, the weight determined by bp at the incoming goods inspection shall be decisive, unless the Contractor can prove that the weight determined by bp is incorrect. The same shall apply to deviations in quantity.

16. Claims for Defects, Warranties, Recourse of the Entrepreneur

- 16.1 The Contractor warrants that all deliveries and/or other services will be performed in accordance with the PO and are free from any defects in title and defects in quality.
- 16.2 The further warranties of the Contractor pursuant to clause 7.2 remain unaffected and apply in addition hereto.
- 16.3 The Contractor's liability for defects shall also extend to any parts of the Goods and/or other services manufactured or delivered by its sub-contractors.
- 16.4 In case of defects in the Goods and/or other services provided, bp shall be entitled to assert all contractual and statutory claims and other rights without restrictions.
- 16.5 The place of performance for claims to cure performance is the factual and intended location of the defective item.
- 16.6 The Contractor is obliged to bear all necessary costs for curing performance. Curing performance shall also include removing and re-installing the defective Goods insofar as, consistent with their nature and intended purpose, the Goods were installed in or attached to another object. The costs required for inspection and cure shall be borne by the Contractor even if it is subsequently determined that no defect existed. bp's liability for damages in the event of an unfounded request to cure performance shall remain unaffected; however, in that respect bp shall be liable only if bp recognised or was grossly negligent in failing to recognise that no defect existed.
- 16.7 bp is entitled to withhold payment of an adequate proportion of the remuneration until proper cure of the defect.
- 16.8 If the Contractor fails to satisfy its obligation to cure performance by remedying the defect or delivering a new item at bp's choice within a reasonable grace period set by bp, or if the conditions of section 637 BGB are met, bp may remedy the defect or obtain a replacement item itself or have a third party do so at the Contractor's expense. If the attempt to cure performance fails or is unreasonable for bp (e.g. for reasons of particular urgency, risk to operational safety or imminent risk of excessive damage), no grace period need be set; bp shall notify the Contractor of such circumstances without undue delay, where possible before taking alternative action to effect cure itself. bp reserves the right to assert any other rights it may have, such as claims for the compensation of more extensive loss or damage.
- 16.9 In case bp rescinds the PO because of a defect, bp is entitled to continue to use the Goods and/or the other services of the Contractor free of charge until the procurement of a suitable replacement. In such case bp shall be liable to the Contractor for any potential compensation for use. In case of such rescission, the Contractor shall bear the costs of taking back the delivered Goods or other items to be returned, including the costs of dismantling/removal as well as return freight, and shall take responsibility for their disposal. The provisions of this clause 16.9 shall apply *mutatis mutandis*, if bp claims damages in lieu of performance because of a defect.
- 16.10 Subject to the following provisions, bp's claims based on defects in quality shall become time barred in accordance with statutory law:
- a) Claims arising from defects in title shall in no event become time-barred as long as the third party may still assert the right against bp – in particular because they are not yet time barred.
- b) Where a replacement is delivered/manufactured, the limitation period shall begin upon receipt of the replacement Goods at the place of performance for the claim to cure or, if acceptance is required, upon acceptance of the newly manufactured Goods, insofar as an implied acknowledgement by the Contractor can be assumed on the basis of the scope, duration and costs of the respective form of cure.
- 16.11 The unconditional settlement of an invoice by bp shall neither exclude nor restrict bp's rights regarding a defect or other substandard delivery or performance; this shall in particular apply to any damages claims which bp may have.
- 16.12 bp's statutory recourse claims within a supply chain (recourse of the entrepreneur under sections 445a, 478 BGB) shall be available to bp in addition to warranty claims. bp shall in particular be entitled to require that the Contractor effect cure in the same form and manner (repair or replacement) as bp owes to its customers in the given case. The foregoing shall not restrict bp's right of choice (section 439 (1) BGB).



17. General Provisions on the Contractor's Liability

- 17.1 If and to the extent not provided for otherwise in these GTCP or the PO, the contractual liability of the Contractor shall be governed by the relevant provisions of statutory law.
- 17.2 If and to the extent the Contractor is liable to bp for damages on the merits of the case, the Contractor must also compensate the expenditures and costs which bp incurs for the purposes of mitigating, avoiding and/or remedying any damage incurred; this shall also apply to any internal expenditure or cost of bp, e.g. personnel expenditure or travel cost, relating thereto.
- 17.3 In case of loss or damage caused to the property of bp by the Contractor in providing other services, bp shall be entitled to assert all claims and other rights provided for under contract and/or statutory law without restrictions. BP Europa SE and entities affiliated with BP Europa SE within the meaning of sections 15 *et seq.* AktG and domiciled in Germany, in particular Ruhr Oel GmbH, are each entitled to assert such claims and other rights, also in their own name, even if the loss or damage relates to the property of another entity affiliated with BP Europa SE within the meaning of sections 15 *et seq.* AktG and domiciled in Germany or of BP Europa SE itself.

18. Termination, Rescission and Insolvency

- 18.1 bp is entitled to terminate contracts to produce a work (*Werkverträge*) (section 631 BGB) and contracts dealing with the supply of movable things to be produced or manufactured (*Werklieferungsverträge*) to the extent they are not fungible things (section 651 sentence 3 BGB) at any time in accordance with section 648 sentence 1 BGB. In derogation of the statutory provisions on the consequences of termination, if bp terminates such contract on grounds for which the Contractor is responsible, then the remuneration will only be paid to the Contractor for the individual services which it has carried out up to the receipt of notice of termination and which can be used by bp. bp's right to claim damages remains unaffected; in particular, the Contractor must reimburse bp for any additional costs that may arise.
- 18.2 bp may cancel a PO for deliveries at any time up until the handover of the delivery. In this case, the provisions of section 648 BGB and clause 18.1 above apply *mutatis mutandis* to the remuneration claims of the Contractor; bp shall acquire title in the partial deliveries already received and the delivery items already manufactured or procured by the Contractor for which bp has requested delivery.
- 18.3 If a provisional insolvency administrator is appointed or insolvency proceedings regarding the assets of the Contractor are opened, then bp is entitled to rescind the PO in full or in part or, in case the PO constitutes a contract for the performance of a continuing obligation, to terminate such contract with immediate effect. In such case the legal consequences specified in clauses 18.1 and 18.2 apply *mutatis mutandis*.

19. Force Majeure

- 19.1 If a party is temporarily prevented from performing due to an event of force majeure (e.g. labour disputes, operational disruptions due to fire, flooding or comparable external circumstances, acts of war or terrorist attacks, natural disasters, diseases, epidemics, pandemics, official measures and other unforeseeable, extraordinary events for which the respective party is not responsible), the mutual performance obligations shall be suspended for this period and neither party shall be held in default. If performance by one or both of the parties is delayed for more than four months as a result, both bp as well as the Contractor shall be entitled to rescind or terminate the respective PO. The affected party shall notify the other party without undue delay if and when circumstances occur that could give rise to an event of force majeure under sentence 1. Statutory rights of rescission as well as any claims arising out of section 645 BGB shall remain unaffected.
- 19.2 If an event of force majeure within the meaning of clause 19.1 occurs, bp shall, to the extent that performance of the primary and ancillary obligations of bp is substantially disrupted as a result, be entitled to instead postpone the contractually agreed dates of performance for the duration of the disruption plus a reasonable lead time. In such case clause 19.1 shall not apply. If performance is delayed for more than four months as a result, both bp as well as the Contractor shall be entitled to rescind or terminate the respective PO. bp shall notify the Contractor without undue delay if and when circumstances occur that could give rise to an event of force majeure under sentence 1. Statutory rights of rescission as well as any claims arising out of section 645 BGB shall remain unaffected.

20. Insurance

The Contractor shall maintain liability insurance cover at standard insurance conditions and with minimum cover in an amount of EUR 1.5 million per claim of bp against the Contractor and must maintain such insurance cover for the duration of the contractual relationship, including guarantee periods and limitation periods (e.g. for defect claims), all at the Contractor's own expense. The Contractor must submit proof of the insurance cover to bp upon bp's request.

21. Confidentiality

In addition to any other confidentiality agreements in force between the parties, the following shall apply:

- 21.1 The Contractor is obliged to treat all information that it receives as part of preparations for or implementation of the PO as confidential. This obligation continues to apply beyond the end of the business relationship; it expires within 10 years from the end of the business relationship. This obligation does not apply to information that is or becomes part of the public domain or that the Contractor becomes aware of without violating any internal or external confidentiality obligations (e.g. information received from a third party without being subject to confidentiality or gained from the Contractor's own independent efforts).
- 21.2 All documents provided by bp (e.g. plans, drafts, specifications, technical drawings) remain the property of bp. They may not be made accessible to third parties and must be returned to bp in full without special request once the PO has been completed. The specialist workers and sub-contractors commissioned by the Contractor are not considered to be third parties if they have agreed to be bound to the same confidentiality obligations in relation to the Contractor.



21.3 The Contractor shall be liable to bp for all loss or damage incurred by bp due to any breach of these confidentiality obligations by the Contractor or its vicarious agents, unless the Contractor is not responsible for such breach.

22. Licences, IP Rights

22.1 bp shall be granted a licence to use all diagrams, drawings, calculations, analysis methods, formulations and other works that the Contractor creates or develops in connection with the execution or performance of the PO.

22.2 The Contractor warrants that all goods and/or services provided are unencumbered by third party intellectual property (IP) rights (including patents, trademarks, copyright and other related rights). In particular, the Contractor warrants that the provision and use of the delivered goods and other services do not infringe any third party IP rights.

22.3 The Contractor shall indemnify bp against third party claims based on any infringements of IP rights and shall bear all costs incurred by bp in this context, if the Contractor has breached its obligations to bp under clauses 22.1 and/or 22.2. This obligation to indemnify bp shall not apply, if and to the extent the Contractor can show that it is not responsible for such breach.

22.4 If the Contractor is in breach of the obligations under clauses 22.1 and/or 22.2, bp may at its option and without prejudice to any other rights it may have, either seek approval for use of the relevant delivered goods and services from the rights holder at the Contractor's expense or rescind the PO or, in case the PO constitutes a contract for the performance of a continuing obligation, to terminate such contract with immediate effect.

23. Publications, Advertisement

The Contractor is not entitled itself or in conjunction with third parties to use any information, article, photograph, illustration or any other material of whatever kind relating to the PO in publications or for advertising purposes without bp's prior written consent. This requirement shall also apply to the use of bp's IP rights (such as patents, trademarks, copyrights and other related rights). Such consent requirement shall apply to each individual use.

24. Limitation of the Rights of Set-Off and Retention

The Contractor may only exercise rights of set-off or retention against bp with counterclaims that are uncontested or have been declared final and binding by a court of law or constitute reciprocal claims within the meaning of section 320 BGB.

25. Prohibition of Assignment and Transfer

Neither party may assign the rights and obligations under the PO or any part thereof to any third party without the prior written consent of the other party. Excepted herefrom are transfers by bp to an entity affiliated with it within the meaning of sections 15 *et seq.* AktG.

26. Transformations and Changes of Control at the Contractor

The Contractor shall notify bp in writing of any transformation measures affecting the Contractor – in particular pursuant to the German Transformation Act (*Umwandlungsgesetz*) and comparable legal provisions in other jurisdictions, e.g. mergers, divisions (*Spaltungen*) and changes of legal form – as well as transactions by virtue of which a third party is able to exercise a controlling influence (within the meaning of section 17 AktG) on the Contractor. In such case, bp reserves the right to rescind any PO that has not yet been performed in full or to terminate any contract for the performance of a continuing obligation constituted by the PO with immediate effect if bp, taking into account all circumstances of the specific case and weighing the interests of both parties, cannot reasonably be expected to uphold the PO or the contract for the performance of a continuing obligation constituted by the PO until the agreed end or until the expiry of a notice period. This shall in particular apply in the event that a direct competitor of bp acquires a controlling influence over the Contractor.

27. Digital Security

The Contractor shall protect the data of bp at all times and ensure that its employees handle such data in accordance with the statutory and contractual requirements. The Contractor shall deploy state-of-the-art data and information security systems and processes for this purpose. This includes in particular implementing the technical and organisational measures set out below and deploying the following security systems, including control and monitoring mechanisms:

- firewalls and secure web gateways to protect the Contractor's networks and IT systems from access via the Internet and other external networks;
- a secure configuration of networks, IT systems, applications and devices, including encryption of portable devices and removable media;
- physical and logical access controls that restrict access to authorised users and only to the extent necessary to provide the agreed services;
- malware protection software that prevents the infiltration of malware into the IT systems, networks and devices of the Contractor;
- patch management processes to identify, assess and install security patches on the IT systems, applications and devices; and
- training and sensitising the Contractor's staff with regard to information security and handling corporate data in compliance with the specifications in these GTCP.

The Contractor shall notify bp without undue delay of any actual, threatened and/or suspected unauthorised or unlawful access to data of bp, processing, deletion, loss, damage or disclosure thereof; and any accidental loss of bp's data (hereinafter collectively referred to as a "Security Incident") at soc@Company.com. If a Security Incident referred to in this clause 27 occurs, the Contractor shall at its expense provide all necessary assistance as requested by bp, including in the form of notifications that may be required under applicable law.

28. Data Protection

28.1 bp hereby advises that it will process any personal data that bp receives from the Contractor according to the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (*Bundesdatenschutzgesetz*, "BDSG"). The processing (including transfer to third parties) will take place only if and to the extent it is necessary for the creation, performance or termination of a contract, for compliance with a legal obligation or permission, or if the Contractor has given consent to the processing.

28.2 If bp engages the Contractor for the processing of personal data on behalf of bp or if personal data is transferred to it for other purposes, the Contractor hereby undertakes to comply with all applicable legal provisions, in particular data protection laws, and if required by such provisions to enter into an additional agreement with bp in that regard (e.g. an agreement pursuant to Article 28 GDPR for data processing by the Contractor as controller on bp's behalf or an arrangement pursuant to Article 26 GDPR between the Contractor and bp to act as joint controllers).

29. Unlawful Restriction of Competition

If the Contractor intentionally or negligently participates in agreements, decisions or concerted practices which have as their object or effect the prevention, restriction or distortion of competition (e.g. price-fixing, market-sharing) or intentionally or negligently breaches other provisions of antitrust law and if this (also) affects the PO, then the Contractor shall pay to bp liquidated damages in an amount equal to 15% of the net amount owed by bp to the Contractor under the PO, unless the Contractor can prove that the loss or damage incurred by bp is lower (in which case such lower amount shall be paid to bp) or that bp has not incurred any loss or damage at all. Other contractual or statutory claims of bp, in particular claims for remedial or injunctive relief as well as claims for the compensation of any more extensive loss or damage shall remain unaffected. The Contractor shall also in respect of breaches of antitrust law be responsible for acts of persons commissioned by or acting on behalf of the Contractor.

30. Place of Jurisdiction

If the Contractor is a merchant within the meaning of the HGB, an entrepreneur within the meaning of section 14 BGB, a legal person under public law or a special fund under public law, the bp location where the PO was issued shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, bp reserves the right to assert its claims at any other permissible place of jurisdiction. Controlling statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

31. Language of Contract/Governing Law

German law shall govern, subject to the exclusion of its conflict of laws rules and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. German is the language of the contract. If the parties use another language in addition, the German version shall be controlling.