



## **General Conditions of Purchase**

Version: Updated - March, 2018

### **1. AGREEMENT**

These General Conditions of Purchase apply to all purchases made by BP from a Supplier. Unless a special agreement is duly agreed between the Parties, these General Conditions of Purchase and the corresponding order shall govern purchases made by BP from a Supplier to the exclusion of any other agreement and together shall constitute the Agreement. This means that the acceptance of any order from BP by the Supplier excludes the application of the Supplier's General Conditions of Sale which the Supplier expressly agrees to.

### **2. DEFINITIONS AND INTERPRETATION**

In these General Conditions of Purchase, the following capitalized terms shall have the following meanings:

- "BP" means the company BP France.
- "Control" has the meaning given to it by Article L233-3 of the French Commercial Code (and "controlled" and "under the control of" shall be construed accordingly).
- "Subsidiary" means any entity that is directly or indirectly Controlled by or is under the joint Control of a Party.
- "Party (ies)" means individually or collectively BP and/or the Supplier.
- "Products and/or Service" means the products, services, and other items to be provided by the Supplier to BP in accordance with an order.
- "Supplier" means any entity named in the order that supplies a Product and/or provides a Service to BP.

If there is a conflict between these General Conditions of Purchase and the provisions of the order, the latter shall prevail.

### **3. COMPLIANCE WITH THE LAWS**

The Supplier agrees to provide the Products and/or Service in compliance with all laws (Laws' meaning statutes, statutory instruments, regulations, orders and other legislative provisions in any jurisdiction, including any delegated or subordinate legislation, any judgment of a relevant court of law or decision of a tribunal or competent authority, and to the extent applicable enforceable community rights within the European Union) and/or regulations in force and in particular those relating to:

- The quality, safety, composition, presentation, and labeling of the Products.
- Labor and employment law.
- International conventions on children's rights, especially those relating to child labor.
- Environmental protection.

The Supplier shall observe and abide by, and shall procure that its Sub-Contractors and Personnel observe and abide by, all applicable Laws in relation to the Contract or relevant PO including any which may come into force during the period of the Contract or relevant PO.

### **4. BUSINESS AND HUMAN RIGHTS**

The Supplier confirms that it has carefully reviewed the BP Business and Human Rights Policy which is available at the [www.bp.com](http://www.bp.com) website. In connection with the Supplier's performance of the Contract and consistent with the policy, the Supplier 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 national legal framework; and
- c) mitigating or avoiding adverse impacts to communities arising from the Supplier's activities to the extent practicable.

Failure to comply with this provision may constitute a material breach giving rise to termination pursuant to Clause 14 (Termination).

### **5. COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS**

The Supplier shall and shall ensure that its Sub-Contractors comply, with all applicable local laws, 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 Contract and relevant PO (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Failure by the Supplier and Sub-Contractors to comply with applicable Trade Restrictions shall constitute a material breach of the Contract. The Supplier shall indemnify and hold harmless BP against all claims, suits, actions, damages,

settlements, losses, liabilities and costs, including reasonable attorney's fees, suffered or incurred by BP and any BP Affiliate relating to any failure by the Supplier to comply with Trade Restrictions.

Except as may be otherwise expressly stated in the Contract or agreed in writing by the Parties, the Supplier 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 Supplier, 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 Supplier's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.

The Supplier 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.

The provisions of this Clause shall survive the expiration or termination of this Contract for any reason.

### **6. BP HSSE REQUIREMENTS**

The Supplier agrees to conform to the BP HSSE Requirements (HSSE' meaning health, safety, security and the environment) including all regulations, requirements, procedures, practices, systems and policies applicable at a BP or BP Affiliate or third party premises at which the Goods and/or Services are supplied/performed, from time to time so far as they relate to HSSE matters, including but not limited to the contents of the BP Local Operating Management System Handbook and all applicable BP or BP Affiliate operating procedures and practices that apply to the provision of any Equipment and the supply of the Goods and/or Services.

### **7. DELIVERY-TRANSFER OF RISK AND OWNERSHIP**

Delivery of the Products and/or Services must comply with the requirements stated in the corresponding order. The lead times stipulated in the order are imperative.

The Supplier shall ensure adequate and appropriate packaging of the Products and shall be responsible for any breakage, loss and/or damage from incorrect or inadequate packaging, marking or labeling. Packages must be clearly identified by reference to BP's order.

BP reserves the right to refuse any delivery of Products and/or Provision of Service that does not comply with the conditions stipulated in the order, particularly when it comes to quantity.

In this case, the Supplier agrees to deliver the missing Products in the shortest time possible at no extra charge to BP. Where appropriate, any Products delivered by error shall be returned at the Supplier's expense.

If BP agrees to the Supplier's request to change the execution of the order and/or to postpone the date of delivery of the Product and/or Service, the Supplier shall still be required to pay a penalty to BP equal to 1% of the amount of the undelivered Products not including tax and/or the Service not provided per day of delay. These amounts are due without any official notice being necessary and shall be paid by the Supplier in the form of a credit note.

In the event that BP does not agree to postpone the delivery date or change the order, BP reserves the right to:

- Terminate that order without penalty.
- Return the Products to the Supplier at the Supplier's expense.

The transfer of risk and ownership of the Products sold and/or Services provided takes place:

- On delivery of the Products after acceptance by BP or its representative without reservation.
- On receipt of the Service by BP or its representative.

### **8. PAYMENT AND INVOICING**

BP shall pay the Supplier the agreed price appearing on the corresponding order.

The prices listed on the order do not include tax and include packaging for Products shipped free of charge or Delivered Duty Paid (DDP). These prices are fixed, final prices for the period specified in the order or the commercial agreement.

Payment shall be made by BP in euros via bank transfer within sixty days of the date of the invoice.

All full payments that occur before the payment date stated on the invoice shall result in a discount of 1% calculated on the amount including tax of that order that is paid in advance.

Any delay in payment shall incur the application of late penalties ipso jure on the first day following the due date stated on the invoice that are equal to three times the legal interest rate on the unpaid amount pursuant to Article L 441-6 of the French Commercial Code until full payment of the amount due.

All Suppliers' invoices must be sent to the address stated on the order or in the commercial agreement and must be accompanied by all of the supporting documents. All invoices must be issued in accordance with French law and must include all of the legal notices stipulated in Article L 441-3 of the French Commercial Code. They must also include the order number, shipping method, and destination of the Products.

## **9. WARRANTIES**

### **9.1 Warranty - Product Compliance**

The Supplier agrees that all of the Products supplied hereunder as well as the packaging and labeling shall be of satisfactory quality, free from defects and fit for the purpose for which they are intended by BP provided that the latter was expressly indicated by BP to the Supplier.

In the event that the Product is defective, does not comply with the order, or does not comply with the expected use by BP, the Supplier shall replace or repair any Product and/or part thereof at its sole expense (shipping and other expenses included) in the shortest possible time and upon written request by BP to that effect.

### **9.2. Warranty - Service Compliance**

The Supplier guarantees that the Service shall be provided by duly qualified personnel according to the professional standards and practices and in accordance with the specifications provided by BP.

In the event that upon receipt of the Service the result proves not to be in accordance with BP France's order, the Supplier shall immediately make all of the necessary corrections and modifications at its sole expense upon request by BP to that effect.

## **10. PRODUCT INFORMATION**

Upon delivery of the Product(s), the Supplier shall communicate in writing to BP all of the information, documents, instructions, or other necessary items for the safe use of the Product(s) delivered.

## **11. VERIFICATION**

BP reserves the right to make visits to the Supplier's facilities to inspect the Supplier's manufacturing process and the Supplier expressly agrees to this. In this respect, the Supplier agrees to give BP or any person designated by BP free access to its facilities. The frequency and terms of these visits shall be determined by mutual agreement between the Parties.

It is expressly agreed between the Parties that this verification does not limit or reduce in any way whatsoever the Supplier's obligations or responsibilities hereunder or any applicable law or regulation.

## **12. INTELLECTUAL AND INDUSTRIAL PROPERTY**

The Supplier guarantees that the Products and/or Services subject to this Agreement do not violate or infringe any intellectual or industrial property rights belonging to a third party.

Otherwise, the Supplier shall compensate BP and/or BP's Subsidiaries for any lawsuits and compensate BP and/or BP's Subsidiaries for any claim relating to the infringement of third party rights.

## **13. LIABILITY - INSURANCE**

Each Party shall be responsible for any damage occurring during the performance of this Agreement which has originated due to a breach of any of its obligations herein.

In the event that BP is held liable by a third party, the Supplier agrees to compensate BP for any damages it is liable for which result from the Supplier's breach of any of its obligations under this Agreement.

The Supplier shall take out an insurance policy with a reputable insurance company to cover all of the risks mentioned above with proper coverage limits.

If the Supplier suffers indirect and/or consequential damages in connection with the performance of this Agreement, the Supplier and its insurers agree to waive all claims against BP, its heirs, and its respective insurers and shall include this waiver clause in its insurance contract(s).

The Supplier also agrees to provide BP with the corresponding insurance certificates for this purpose upon request.

Any modifications made to the aforementioned contract(s) or change of insurer must immediately be brought to BP's attention.

## **14. TERMINATION**

Either Party may terminate any order or commercial agreement ipso jure and without notice via registered letter with acknowledgment of receipt in case of a breach by the other Party of any of its obligations pursuant to this Agreement and without prejudice to all possible damages that might

be claimed from the defaulting Party.

If the breach in question is able to be remedied, this termination clause shall be implemented if that breach is not remedied within thirty days after formal notice has been sent to the defaulting party via registered letter with acknowledgment of receipt to this effect and which goes unheeded.

Without prejudice to any other rights and remedies of BP under the Contract or otherwise at law, BP may, without liability, terminate the Contract immediately by written notice if the Supplier breaches any of its obligations, warranties, representations and undertakings under clauses 4 Business and Human Rights, 5 Compliance with International Trade Regulations, 6 HSSE Provisions, 9 Warranties, 15 Code of Conduct, 16 Confidentiality, and 17 Digital Security.

## **15. CODE OF CONDUCT**

In connection with the Supplier's performance of the Contract, the Supplier agrees to act consistently with BP's Code of Conduct which is found at: <http://www.bp.com/codeofconduct> and to adhere to the principles relating to human rights, and non-retaliation against "whistle blowers". Any failure to comply with this clause may be deemed by BP to be a material breach of the Contract.

## **16. CONFIDENTIALITY**

The Supplier agrees to treat all information of any kind that has been provided to it by BP as strictly confidential and shall not publish or disclose it to any third party in any form whatsoever or for any reason whatsoever, and shall not use it for any purposes other than performance of this Agreement without BP's prior written consent.

For this purpose, the Supplier agrees to limit the dissemination of this confidential information only to staff members who need to know it and shall draw their attention to the strictly confidential nature of that information.

The Supplier agrees to return any document that contains confidential information to BP upon request and shall not keep any copies of those documents.

The obligation not to disclose confidential information shall remain in force for one year after the expiration or termination of the Agreement.

## **17. DIGITAL SECURITY**

The Supplier 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 Supplier Personnel adopt good information security behaviours. The Supplier 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 occurs, the Supplier shall provide all necessary assistance as requested by BP with notifications that may be required under applicable law.

## **18. OUTSOURCING**

The Supplier agrees not to use a subcontractor to perform all or part of its obligations under the Agreement without BP's prior written consent and provided that the subcontractor and its personnel comply with the obligations imposed on the Supplier as defined herein.

Where applicable, the Supplier shall guarantee compliance by the subcontractor of its obligations and shall guarantee BP and any final prospective customer, in any event, from all of the harmful consequences resulting from the actions of any kind carried out by the subcontractor and/or its staff.

## **19. SUBSTITUTION AND TRANSFER**

The Agreement is entered into out of consideration for the Supplier. Consequently, the Supplier shall not fully or partially assign or transfer the execution of all or part of its obligations under this Agreement without BP's prior written consent.

It is hereby stated that if BP substitutes any entity in its obligations, especially as a result of restructuring or a transaction on its business assets in any form whatsoever, the Agreement shall be transferred ipso jure to that entity and the Supplier shall be informed by a simple letter and cannot oppose it.

## **20. ADVERTISING**

The Supplier is not authorized to use or refer to BP's company names or trademarks for any purpose whatsoever, and especially not for advertising purposes without BP's prior written consent.

## **21. MISCELLANEOUS PROVISIONS**

The fact that a Party does not exercise any right or rights hereunder or partially exercises them, does not constitute a general waiver of those

rights and does not require a Party to wait for an event to happen or a similar event to be repeated in order to exercise those rights.

The invalidity or unenforceability of any provision hereof shall not nullify the other provisions which shall remain in full force and effect. However, if necessary, BP may replace the invalid provision or provisions.

The provisions of this Agreement constitute the entire agreement between the Parties. They supersede any other proposals or provisions contained in documents that were previously exchanged that are related to the purpose of this Agreement.

These General Conditions of Purchase may be written in English to facilitate the Supplier's understanding. If they are and in case of a conflict between the terms contained in the different versions, the French version shall prevail.

It is hereby stated that BP reserves the right to modify these General Conditions of Purchase at any time, which the Supplier expressly agrees to.

## **22. PERSONAL DATA**

BP France gathers and processes information which may allow direct or indirect identification of its suppliers, its agents, their officers and / or employees ("Personal Data") in order to (i) manage relations with the latter (ii) fulfil its contractual obligations, (iii) ensure that its business relations with them do not breach whatever obligation to which BP France is subjected further to the application of a law, especially the "UK Bribery Act" or the "Proceeds of Crime Act", or the group's policy in terms of fighting bribery or money laundering, (iv) comply with its legal and regulatory obligations. Lawful grounds to collect Personal Data are compliance with legal obligation, performance of a contract and the legitimate interest of BP France.

BP France may communicate said Personal Data to companies belonging to the BP Group, to subcontractors and third parties authorized for the purposes listed above. BP France may transfer Personal Data to service providers located outside the European Union for management purposes related to accounting ,computer maintenance, assistance to users, verifications for fighting bribery and money laundering. BP France ensures that these data transfers are carried out in accordance with the applicable regulations in the European Union. Therefore, transfers of data towards such third party service providers are under data transfer agreements based on standard European Commission contractual clauses. Transfers of data with the BP Group are processed in compliance with the Binding Corporate Rules – BCR available in the "Privacy Statement" on our website [http:// bp.com](http://bp.com) .

Collected Personal Data are kept for the duration of the contractual relationships, then for the duration required by our legal obligations.

Pursuant to the "French Data Protection" law of 6 January 1978 modified and to the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018, the concerned individuals benefit from a right of access, correction and opposition for legitimate reasons relating to information concerning them; they have to contact [dataprotection.bpfrance@fr.bp.com](mailto:dataprotection.bpfrance@fr.bp.com) to exercise this right. They also have the right to lodge a complaint with the CNIL, in case BP France has not responded to their request.

Suppliers, customers, agents of BP France undertake to communicate to their officers and/or employees the data collection done by BP France. Suppliers, customers, agents of BP France shall indemnify BP France against any action that may be brought against BP France by one of their managers and / or officers by reason of non-compliance with this obligation.

## **23. APPLICABLE LAW**

These General Conditions of Purchase and the Agreement are governed by French law.

Any disputes relating to the interpretation, validity, performance and/or termination of this document and/or any associated orders that have not been resolved amicably between the Parties within one month shall fall under the exclusive jurisdiction of the courts of Paris.