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General Conditions of Purchase of BASF plc and its Affiliated Companies in the United Kingdom of Great Britain and Northern Ireland

1. Basis of Contract

1.1 These Conditions shall apply to the Contract and, to the extent alternative terms have not been agreed in writing, to all future contracts for the purchase of Goods and/or Services between the supplier of the Goods and/or Services as identified in the Order ("Contractor") and BASF plc or its affiliated companies located in the United Kingdom of Great Britain and Northern Ireland as identified in the Order ("Principal") purchasing the same. These Conditions shall apply to such contracts to the exclusion of any other terms and conditions, including those which are implied by custom or dealing or which the Contractor seeks to impose or incorporate, and those which appear on any purchase order, quotation or tender response that has been given to the Principal by the Contractor.

1.2 The Contractor shall not be entitled to any remuneration or expenses for preparing any quotation or tender response and the same shall not create any obligations on the part of the Principal. Where the Contractor prepares a quotation in response to an enquiry or a response to tender the Contractor shall explicitly highlight any discrepancies with the Principal's original enquiry or tender request. If the Contractor has an alternative solution for an enquiry or tender which is technologically or economically superior it shall also present this solution to the Principal.

1.3 Without prejudice to clause 1.1, in the event of any conflict between any terms contained in the Order and these Conditions, the terms contained in the Order will override the corresponding term in these Conditions.

1.4 The Order constitutes an offer by the Principal to purchase the Goods and/or Services subject to these Conditions.

1.5 The Order will lapse unless unconditionally accepted by the Contractor within 7 days of the Order date. An Order shall be deemed accepted on the earlier of the Contractor issuing a written acceptance of the Order and the Contractor doing any act consistent with fulfilling the Order, at which point the Contract comes into existence.

1.6 No variation to the Order or these Conditions or consents given shall be binding unless agreed in writing by an authorised representative of the Principal.

2. Supply and Specification

2.1 The quantity, quality and description of the Goods and/or the Services shall be in accordance with the terms of these Conditions, the Order and any applicable Specification provided by the Principal or specifically produced by the Contractor (or a third party engaged by the Contractor) for the Principal or as otherwise agreed in writing by the Principal.

2.2 Where there is any conflict between elements of the Specification which are produced by both the Principal and the Contractor, those provisions which have been produced by the Principal shall take precedence.

3. Delivery and Performance

3.1 The Goods shall be delivered to, and/or the Services shall be performed at, the Address during the Principal's usual business hours in compliance with the Contract on the date or during the period stated in the Order or as otherwise agreed in writing. Delivery of the Goods shall, unless agreed otherwise in writing, be in accordance with Incoterm DAP (Incoterms 2020) to the Address and delivery shall be completed on the completion of unloading of the Goods by the Contractor at the Address. Performance of the Services will be complete when the Principal has confirmed that the Services have been performed in accordance with the Contract to the Principal's reasonable satisfaction. Deliveries of Goods and/or the performance of Services at the wrong address will be corrected at the Contractor's expense.

3.2 The time for delivery of the Goods and/or for performance of the Services is of the essence.

3.3 Without prejudice to clause 3.2, the Contractor shall notify the Principal immediately in writing if delivery of the Goods and/or performance of the Services is, or is likely to be, delayed giving the reasons for delay and the likely delay period. Acceptance of delivery of any delayed Goods or performance of any delayed Services shall in no way constitute a waiver of any rights or claims by the Principal.

3.4 If the Contractor fails to deliver the Goods and/or perform the Services on the agreed date or during the agreed period, the Principal shall, without limitation to any other rights or remedies, be entitled, at its discretion, to:

3.4.1 immediately terminate the Contract on written notice; and/or

3.4.2 refuse to accept any subsequent delivery of the Goods and/or performance of the Services or any Goods and/or Services under any other contract with the Contractor; and/or

3.4.3 deduct any amounts stated in the Order (if any) from the Price by way of liquidated damages for the period of delayed delivery and/or performance. The parties confirm that such amounts shall represent a genuine pre-estimate of the Principal's loss.

3.5 Performance of the Services may only take place in advance of the agreed date or agreed period with the prior consent of the Principal in writing.

3.6 If the Principal agrees that the Goods are to be delivered, and/or the Services are to be performed, by instalments, the Contract will still be treated as a single contract and shall not be severable.

3.7 The Contractor shall supply the Principal in good time with any instructions or other information required to enable the Principal to accept delivery of the Goods and/or performance of the Services.

3.8 The Principal shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Principal has had reasonable time to inspect them following delivery or, if later, within reasonable time after any latent defect has become apparent.

3.9 Whilst delivering the Goods and/or performing the Services at the Delivery Address, the Seller shall, and the Seller shall ensure that its representatives shall, comply in all respects with all applicable laws, and the Principal's health and safety, security, environmental, cyber security, IT and other policies and regulations which are in force or apply at the Address from time to time.

4. Goods

4.1 The Contractor shall:

4.1.1 deliver the Goods in proper and secure packaging approved for the place of destination to ensure they reach the Principal in good condition and to avoid damage during transport;

4.1.2 package, label and ship hazardous Goods according to the applicable national and international laws and regulations. The Contractor shall comply with all obligations for suppliers (pursuant to Article 3 (32) of Regulation (EC) No. 1907/2006/EC hereinafter "REACH") with respect to the delivery of Goods. The Contractor shall in particular provide the Principal with a safety data sheet according to Article 31 of REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) of REACH;

4.1.3 unless otherwise required by the Principal, deliver the Goods together with two copies of a delivery note, a packing list, cleaning and inspection certificates according to the Specification and all other necessary documents in accordance with the applicable regulations or requirements of the carrier and applicable law. If known, the following details must be given in all shipping documents and, for packaged Goods, on the outer packaging: (i) Order number and any other reference

provided by the Principal; (ii) gross and net weight; (iii) number of packages and type of packaging (including whether disposable or reusable); (iv) date of delivery; (v) the Address and (if applicable) the relevant building for delivery; and (vi) the consignee; and

4.1.4 where applicable, and in any event for supplies from outside the UK, specify whether the Goods are being delivered duty paid or duty unpaid. If the Goods are delivered duty unpaid the Contractor must submit the following customs documents to the Principal: (i) dispatch documents (e.g. T 1); (ii) shipping documents; (iii) customs or commercial invoice; (iv) preference documents such as Form A, EUR.1, A.TR.; (v) proof/certificate of origin; and (vi) such other additional documents that are necessary for customs clearance. The Contractor shall also ensure that all information necessary for a customs advance notification procedure is completed correctly and in good time and is given to the relevant persons for such advance notification to take place so that no delivery delays may result. If the Goods are to be delivered duty paid, the proof of customs clearance (such as ATC number, tax assessment note) shall be included in the shipping documents.

4.2 Where applicable, the Contractor is responsible for obtaining, at its own cost, such export and import licenses and other consents in relation to the Goods as are required from time to time.

4.3 Unless otherwise agreed, the Principal shall not be obliged to return to the Contractor any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Principal. For domestic deliveries, upon the Principal's request, the Contractor shall collect any accumulated outer packaging, transport and sales packaging from the Address following delivery and dispose of it or have this done by a third party.

5. Services

The Principal shall give the Contractor reasonable access to the Address for the purpose of carrying out the Services and shall use reasonable endeavours to permit the Contractor to use such facilities at the Address as are reasonably necessary for the performance of the Services. The Contractor uses any such facilities at its own risk and is responsible for performing risk assessments prior to performance of the Services and shall indemnify the Principal (and keep it indemnified) in full against any liability or loss which the Principal may incur and damage caused to such facilities by reason of such use.

6. Quality

6.1 The Contractor shall not unreasonably refuse any request by the Principal to, itself or through third parties commissioned by the Principal, inspect and test:

6.1.1 the Goods during manufacture, processing or storage; and

6.1.2 the Services and any deliverables to be supplied as part of the Services during or following performance, at the premises of the Principal, Contractor or any third party (as applicable) at any time and the Contractor shall provide the Principal with all facilities reasonably required for inspection and testing. The parties shall each bear their own costs incurred in the conduct of such inspections and testing.

6.2 If as a result of inspection or testing the Principal is not satisfied that the Goods and/or Services will comply in all respects with the Contract, and the Principal informs the Contractor within 7 days of the inspection or testing, the Contractor shall take all such steps as are necessary to ensure compliance.

6.3 The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. The Contractor shall adhere to a quality management system with elements as per ISO 9000 or a similar system of equivalent standard. The Principal shall have the right to inspect the Contractor's quality assurance system with prior notice, either itself or through third parties commissioned by the Principal.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods and/or any deliverables supplied as part of the Services shall pass to the Principal upon completion of delivery of the Goods and/or completion of the Services in accordance with the Contract, whichever is latest.

7.2 Title in the Goods and/or any deliverables supplied as part of the Services shall pass to the Principal upon delivery of the Goods and/or completion of the Services in accordance with the Contract, whichever is earliest, unless payment of the Price is made prior to delivery of the Goods and/or completion of the Services, in which case title shall pass to the Principal once payment has been made.

8. Sustainability

8.1 The Principal conducts its business in accordance with the principle of sustainable development and adheres to internationally recognised fundamental standards for occupational health and safety, environmental protection, labour and human rights as well as responsible corporate governance ("ESG Standards"). The Principal has described its understanding of the ESG Standards in the Supplier Code of Conduct (available at: http://www.basf.com/supplier-code-of-conduct). The Principal expects the Contractor to adhere to the ESG Standards. Furthermore the Principal calls upon the Contractor to ensure that all of its sub-contractors of any tier also adhere to the ESG Standards. The Principal shall have the right to check adherence to the ESG Standards, either itself or through third parties that it commissions with prior notice.

8.2 In addition to the ESG standards, the Contractor must ensure that within its organisation it:

8.2.1 actively fosters and promotes respect for human rights;

8.2.2 has processes to identify and eliminate human rights abuses, or any form of forced or compulsory labour within its organisation and its own supply chain; and

8.2.3 avoids the use of child labour in its organisation, or within its supply chain, respects statutory minimum working ages, and ensures that it has reliable and robust methods to verify employee's ages.

8.3 While performing the Contract, the Contractor must adhere to the Principal's occupational health and safety and environmental protection requirements specified in the Contract.

8.4 Any Goods which are within the scope of any regulation or agreement pursuant to a Generalised System of Preferences (i.e. a formal system of tariff preferences granted by a competent authority to products originating from developing countries) must be supplied in compliance with any and all laws in relation to the preferential origin of such Goods. The Contractor shall provider the Principal with proof of origin of the Goods on request.

8.5 The Contractor shall:

8.5.1 not engage in any activity, practice or conduct which is (or might reasonably be supposed to be) an offence under sections 1, 2 or 6 of the Bribery Act 2010 were it to occur in the United Kingdom or engage in any conduct that is contrary to anti-bribery or anti-corruption laws or regulations in any part of the world in which the Contract is performed;

8.5.2 maintain, and at all times comply with, its own business ethics policies and procedures (which shall, as a minimum, satisfy the adequate procedures requirements of the Bribery Act 2010 and any relevant industry codes of practice);

8.5.3 notify the Principal immediately if it engages a foreign public official (as defined in the Bribery Act 2010) in any capacity, or if such a person acquires any direct or indirect interest in the Contractor (and the Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Order date); and

8.5.4 on request certify to the Principal its compliance with this clause 8.5 in writing signed by a director.

9. German Supply Chain Due Diligence Act Compliance Provision

9.1 Pursuant to the terms of the German Supply Chain Due Diligence Act (the "Act"), Principal is obligated to comply with certain human rights-related and environment-related due diligence obligations in its supply chain in order to prevent or minimize any risks to human rights or environment-related risks and to end the violation of human rights related or environment related obligations. A copy of the English version of the Act can be downloaded from the (German) Federal Ministry of Labor and Social Affairs website at: https://www.bmas.de/SharedDocs/Downloads/DE/Internationales/act-corporate-due-diligence-obligations-supply-chains.pdf;jsessionid=4A2F3D30F171DA0D751EEC4B1B9A5111.delivery1-master?__blob=publicationFile&v=3.

9.2 The terms "human rights risk" and "environment-related risk" (collectively "Risks") and "violation of a human rights-related obligation" and "violation of an environment-related obligation" (each a "Violation" and collectively "Violations") are defined in the Section 2 of the Act.

(a) Contractor must comply with the human rights-related and environment-related obligations as described in the Act and must appropriately address this expectation with its own suppliers along its supply chains (the "Expectations"). In particular (and without limiting the foregoing), Contractor must: (1) prevent or minimize any Risks and end any Violation, (2) instruct its officers and employees to comply with the Expectations and (3) provide training to its officers and employees regarding compliance with the Expectations. Upon Principal's request, Contractor must attend corresponding training organized by Principal.

(b) Principal may, upon prior written notice to Contractor, audit Contractor's compliance with the Expectations (each an "Audit") either itself and/or through commissioned third party (an "Auditor"). Contractor must provide Principal and/or the Auditor with all data, documents and other information, whether in written, oral and/or electronic form, as reasonably requested by Principal and/or the Auditor for an Audit.

(c) If Principal finds suspicion or evidence of a Violation by Contractor or any of Contractor's contractors or suppliers of any tier, then Contractor must implement and execute or cause the respective contractors or suppliers to implement and execute appropriate corrective measures as reasonably requested by Principal in writing.

(d) Upon Principal's request and without undue delay, Contractor must (1) draw up (together with Principal) a corrective action plan to end any Violation (the "Remedial Plan") including a concrete timetable for such plan and (2) implement measures requested by Principal at its reasonable sole discretion to carry out the Remedial Plan.

(e) Principal may terminate this Contract [and any Purchase Contract] with immediate effect if (1) Contractor does not comply with the obligations under this section, (2) the Expectations are substantially violated or (3) the implementation of the Remedial Plan does not remedy the Violation within a timetable set in the Remedial Plan.

10. Use of Sub-Contractors

Third parties (in particular any sub-contractors) may only be employed or replaced by the Contractor with the Principal's prior written consent. If the Contractor intends to use sub-contractors to perform the Contract from the outset, the Contractor must inform the Principal of this when submitting its response to an enquiry or a response to tender.

11. Price

11.1 The Price of the Goods and/or the Services, unless otherwise agreed, shall be:

11.1.1 exclusive of any applicable value added tax (which shall be payable by the Principal subject to receipt of a VAT invoice); and

11.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Address, any and every cost and expense incurred in the performance of the Services and any duties, imports or levies other than the value added tax.

11.2 No increase in the Price may be made (whether on account of increased materials, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Principal in writing.

11.3 The Principal shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Contractor, whether or not shown on its own terms and condition of sale.

12. Terms of Payment

12.1 The Contractor shall be entitled to invoice the Principal on or at any time after delivery of the Goods or at any time after the performance of the Services, whichever is latest, and each valid invoice shall quote the Order number provided by the Principal and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the Order in respect of the Goods and Service described, the price and the quantity.

12.2 Unless otherwise stated in the Order, the Principal shall pay the full Price of the Goods and/or Services in respect of each undisputed invoice validly issued by the Contractor within 60 days of receipt of such invoice by the Principal, or if the parties have entered a self-billing agreement, within 60 days of the date of issue of the self-billing invoice by the Principal.

12.3 If the Principal disputes the whole or any part of the Contractor's invoice it shall be entitled to withhold payment in respect of the disputed amount provided that it gives notice in writing to the Contractor of any intention to withhold payment specifying the amounts to be withheld and the grounds for withholding payment.

12.4 Except where a sum is overdue as a result of a bona fide dispute in accordance with clause 12.3, the Contractor shall be entitled to charge interest on overdue sums at the rate of 2% per annum above the base lending rate from time to time of the Bank of England, before and after judgment from the due date to the date of payment. The parties agree that this is a substantial remedy for late payment.

12.5 The Principal may, without limiting its other rights and remedies, set off any amount owing to the Principal by the Contractor against any amount payable by the Principal to the Contractor whether any such liability is present or future, liquidated or unliquidated and whether under the Contract or otherwise.

13. Warranties and Liability

13.1 The Contractor warrants to the Principal that the Goods and/or Services and any deliverables supplied as part of the Services will:

13.1.1 be satisfactory quality and fit for any purpose held out by the Contractor or made known to the Contractor, expressly or by implication, before the Contract was entered into;

13.1.2 be performed with best care, skill and in accordance with best practice of Contractor's industry by a sufficient number of appropriately qualified and trained personnel using the best quality materials and techniques;

13.1.3 be free from all defects in design, material and workmanship;

13.1.4 correspond with their description and any relevant Specification or sample;
13.1.5 comply with all statutory requirements and regulations in relation to the manufacture, labelling, packaging, storage, handling, delivery and sale of the Goods and the performance of the Services and the Contractor warrants that it has all relevant licences, consents and permits for the same;
13.1.6 meet the current technical standards and, where applicable, the generally recognised standards in plant safety, occupational medicine and hygiene;
13.1.7 if the Goods constitute machines, equipment or plant, meet the special safety requirements applicable to machinery, equipment and plant at the time of delivery, and shall be CE marked; and
13.1.8 not be supplied or performed in a manner which may cause the Principal to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.

13.2 The Contractor shall ensure that all materials contained in the Goods and any deliverables supplied as part of the Services have effectively been pre-registered, registered (or exempt from the obligation to register) and, if relevant, authorised in accordance with the applicable requirements of REACH for the uses disclosed by the Principal. If the Goods or any deliverables supplied as part of the Services are classified as an article according to Article 7 of REACH the preceding sentence shall also apply to substances released from the same.

13.3 The Contractor shall forthwith notify the Principal if a component of the Goods or any deliverables supplied as part of the Services contains a substance in a concentration exceeding 0.1 mass per cent (W/W) if this substance fulfils the criteria of Article 57 and 59 of REACH (so-called substances of very high concern). This clause 13.3 shall also apply to the packaging materials used for the packaging of the Goods or and any deliverables supplied as part of the Services.

13.4 Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract, then the Principal shall, at its discretion, be entitled:

13.4.1 to require the Contractor, at the Contractor's expense, to make good any non-compliance with the Contract and repair the Goods and/or deliverables supplied as part of the Services or supply replacement Goods and/or Services in accordance with the Contract within 7 days, where such non-compliance with the Contract arises within 30 months from the actual date of delivery of the Goods or performance of the Services, whichever is latest. If the Contractor fails to remedy any such defects or non-compliance when instructed to do so, or if the Principal chooses not to instruct the Contractor to do so, the Principal may procure that the defects or non-compliance are remedied by other means and the Contractor shall indemnify the Principal (and keep it indemnified) in full against any costs incurred by the Principal in so doing; and
13.4.2 whether or not the Principal has previously required the Contractor to repair the Goods and/or deliverables supplied as part of the Services or to supply any refund Goods and/or Services, to treat the Contract as discharged by the Contractor's breach and require the replacement of any part of the Price which has been paid.

13.5 The Contractor shall indemnify the Principal (and keep the Principal indemnified) in full against all liability, loss, damages, claims, costs and expenses (including legal expenses) awarded against, incurred or paid by the Principal as a result of or in connection with:

13.5.1 any breach of any warranty given by the Contractor in relation to the Goods and/or the Services;
13.5.2 any claim that the Goods, Services or any deliverables supplied as part of the Services infringe, or their importation, use or resale infringes, the patent, copyright, design right, trade mark or other intellectual property rights or any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Principal (and not specifically produced by the Contractor (or a third party engaged by the Contractor)) and any costs incurred by the Principal in relation to the licensing intellectual property to prevent or rectify any infringement;
13.5.3 any liability under the Consumer Protection Act 1987 in respect of the Goods or any deliverables supplied as part of the Services;
13.5.4 any act or omission of the Contractor or its employees, agents or sub-contractors in supplying, delivering and installing the Goods and/or performing the Services; and
13.5.5 any claim made by a third party for death, personal injury or damage to property arising out of, or in connection with defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Contractor, its employees, agents or sub-contractors.

14. Insurance

For the duration of the Contract and for a period of 6 years thereafter, the Contractor shall maintain in force with a reputable insurance company, professional indemnity insurance (if applicable), product liability insurance (if applicable) and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on Principal's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

15. Termination

15.1 The Principal shall be entitled to cancel the Order in respect of all or any part of the Goods and/or the Services by:

15.1.1 giving notice to the Contractor at any time prior to delivery or performance, in which event the Principal's sole liability shall be to purchase from the Contractor any items reasonably purchased by the Contractor specifically in order to supply the Goods and/or perform the Services at the price paid by the Contractor if the Contractor cannot use such items in the ordinary course of its business (including to fulfil any actual or anticipated agreement with any third party) and provided such items are in good condition and fit for the purpose held out by the Contractor or made known to the Contractor, expressly or by implication, before the Contract was entered into. All terms of the Contract shall apply to the purchase of such items as if they were the Goods; or
15.1.2 in respect of the performance of Services only, at any time by giving not less than 14 days written notice.

15.2 The Principal shall be entitled to terminate the Contract without liability to the Contractor by giving notice to the Contractor at any time if:

15.2.1 the Contractor commits a material or persistent breach of the Contract and (if remediable) fails to remedy that breach with 14 days of written notice of the breach;
15.2.2 the Contractor makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, scheme of arrangement, receivership, administration, liquidation, bankruptcy or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of a distraint, execution, event of insolvency or event of bankruptcy or any similar process or event, whether in the United Kingdom or otherwise;
15.2.3 the Contractor ceases, or threatens to cease, to carry on business; or
15.2.4 the Principal reasonably apprehends that any of the events mentioned above is about to occur in relation to the Contractor and notifies the Contractor accordingly.

16. Post-Termination

16.1 In the event of termination by the Principal pursuant to clause 15.2 then, without prejudice to any other right or remedy available to it, the Principal shall be entitled to:

16.1.1 keep any of the Goods already delivered to it subject to payment of that proportion of the Price attributable to such Goods in accordance with the terms of the Contract (less any sums already paid to the Contractor for any Goods which have not yet been delivered); or

16.1.2 repudiate the Contract, return the Goods, and require the repayment of the whole or any part of the Price which has been paid.

16.2 In the event of termination or expiration of the Contract:

16.2.1 the Contractor shall, on request, return all Specifications, information (including Confidential Information as defined in clause 17.2) and materials supplied by the Principal or specifically produced by the Contractor (or a third party engaged by the Contractor) for the Principal (or at the Principal's option, destroy them) and all copies of the same and all of the Principal's property (if any) in its possession or control;

16.2.2 the Contractor shall, on request, deliver up any deliverables to be supplied as part of the Services (whether or not completed);

16.2.3 the Contractor shall remove any plant, materials and equipment owned by the Contractor from the Principal's premises as soon as possible at the Contractor's expense;

16.2.4 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiration; and

16.2.5 the terms of these Conditions which expressly or by implication have effect after termination or expiration shall continue in full force and effect.

17. Confidentiality

17.1 The Contractor shall refer to neither the Principal's name nor the Contract for advertisement or publicity purposes without the Principal's prior written consent unless where this is unavoidable in order to fulfil the Contract.

17.2 The Contractor shall keep in strict confidence all technical, scientific and commercial know-how, specifications (including the Specification), processes or other information which is of a confidential nature and has been disclosed by the Principal or created on the Principal's behalf ("Confidential Information"). The Contractor shall restrict disclosure of Confidential Information to such employees, sub-contractors and agents who need to know the same for the purpose of discharging its obligations under the Contract and shall only use the Confidential Information for the purpose of discharging these obligations, and no other commercial purpose. The Contractor shall maintain the confidence of Confidential Information for a period of 10 years following from the end of the Contract or until the Confidential Information is no longer confidential and commercially sensitive, whichever is later. Disclosure of Confidential Information shall not give the Contractor any rights in or to it.

17.3 The confidentiality requirement in clause 17.2 shall not include any information that the Contractor lawfully possessed prior to the Principal's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. The Contractor shall ensure that all employees, sub-contractors and agents to whom Confidential Information is disclosed are subject to confidentiality obligations no less onerous than those in this clause 17. Upon request, the Contractor shall demonstrate compliance with these obligations to the Principal in writing.

17.4 The Contractor shall undertake all required, appropriate precautions and measures to effectively protect the Confidential Information at all times against loss or against unauthorised access using the same standard of care as it uses to protect its own confidential information (and in any event at least a reasonable standard of care). This includes, in particular, the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause 17. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is lost and/or accessed by any unauthorised party.

18. Records and Audit

18.1 Complete and accurate records shall be maintained by the Contractor in connection with the Contract for at least 6 years after its termination or expiry, or such longer period as required by applicable law.

18.2 During the term of the Contract and for 6 years afterwards the Principal and its representatives shall have the right to audit, examine, and make photocopies of all accounts, records, correspondence and all other documents, including all time sheets, labour hours and costs, material costs, sub-contract costs, rental costs and other charges pertaining to the Contract to verify the amounts claimed and to verify compliance with applicable laws and the BASF Supplier Code of Conduct which the Contractor must comply with and will be provided to the Contractor on request.

19. Intellectual Property Rights

19.1 In respect of the Goods and any and any deliverables supplied as part of the Services, the Contractor warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Principal, it will have full and unrestricted rights to sell and transfer all such items to the Principal.

19.2 Provided that nothing in this clause 19.2 shall in any way affect any pre-existing intellectual property rights, the Contractor assigns to the Principal, with full title guarantee and free from all third party rights, all copyright, design rights or any other intellectual property rights in:

19.2.1 any Specification produced by the Contractor (or a third party engaged by the Contractor) for the Principal;

19.2.2 any Goods created to a Specification produced by the Contractor (or a third party engaged by the Contractor) for the Principal; and

19.2.3 any deliverables supplied as part of the Services.

19.3 For the avoidance of doubt, the Contractor shall grant the Principal an exclusive right to use and exploit work results that the Contractor created specifically for the Principal or had third parties create for the Principal, and shall obtain any necessary rights from third parties. Pre-existing rights of the Contractor or of third parties shall remain unaffected hereby.

19.4 The Contractor shall obtain waivers of all moral rights in all of the materials described in clause 19.2 to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

19.5 The Contractor shall, promptly at the Principal's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Principal may from time to time require for the purpose of securing for the Principal the full benefit of the Contract, including all right, title and interest in and to the intellectual property rights assigned to the Customer in accordance with these Conditions.

20. Data Protection

20.1 Data Protection Laws means any applicable law relating to the processing, privacy and use of personal data.

20.2 The Expressions "personal data", "process", "data processor", "data controller", "personal data breach", "data protection impact assessment", "supervisory authority" and "data subject" have the meanings given to them in Data Protection Laws.

20.3 To the extent that the Contractor receives or otherwise obtains or has access to personal data pursuant to or in the performance of the Contract, the Contractor shall:

20.3.1 comply with its obligations under Data Protection Laws in respect of its processing of personal data;

20.3.2 use the personal data solely for the performance of the Contract;

20.3.3 process the personal data only in accordance with the Principal's written instructions;

20.3.4 take appropriate technical and organisational measures to prevent unauthorised or unlawful processing or, accidental loss or destruction of or damage to the personal data;

20.3.5 ensure that personal data is only accessible to personnel who require access to it for the performance of the Contract and are subject to a binding written contractual obligation to keep the personal data confidential;

20.3.6 not transfer the whole or any part of the personal data outside the European Economic Area without the Principal's written consent (and then only to states and data processors having an adequate level of protection for the rights and freedoms of data subjects);

20.3.7 comply with all applicable laws relating to the rectification, erasure and/or restriction of processing of personal data;

20.3.8 promptly notify the Principal of any data subject request, complaint, notice or other correspondence received in relation to the personal data and deal with the same in accordance with the Principal's instructions; and

20.3.9 promptly (an in any event within 24 hours) notify the Principal in the event of a personal data breach.

20.4 The Contractor will not acquire ownership of or rights in the personal data and any right of retention to the personal data is excluded.

20.5 Upon the termination or expiry of the Contract the Contractor shall erase all the personal data (including any and all copies thereof), in accordance with applicable laws.

20.6 If the Contractor is acting as a data processor the Contract sets out the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the Contractor shall:

20.6.1 not engage another data processor to carry out any processing activities under this agreement without the Principal's prior written consent (and then only if the Contractor enters into a written agreement with the processor incorporating terms which are the same as this clause 20);

20.6.2 provide the Principal with such assistance as it requires to ensure compliance with the its obligations under Data Protection Laws including with respect to security of processing, data protection impact assessments, prior consultation with a supervisory authority regarding high risk processing and any remedial action and/or notifications to be made in response to any personal data breach and/or complaint regarding the processing;

20.6.3 maintain complete and accurate records to demonstrate its compliance with this clause 20 and shall make them available to the Principal promptly on request; and

20.6.4 allow for and contribute to audits, conducted by the Principal or its auditor for the purpose of demonstrating the Principal's and the Contractor's compliance with Data Protection Laws and this clause 20.

21. General

21.1 The remedies available to the Principal under the Contract shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Contractor.

21.2 Nothing in the Contract will operate to exclude or limit any liability for fraud, fraudulent misrepresentation or for any other matter that cannot be limited or excluded lawfully.

21.3 The Order is personal to the Contractor and the Contractor shall not assign or transfer to any other person any of its right without the Principal's written consent. The Principal may assign the Contract to BASF plc or to any affiliated company at any time without the Contractor's consent.

21.4 The Contractor is required to notify the Principal forthwith in writing of any assignment of the Contract by virtue of law and of any change of its trade name.

21.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its address shown on the Order or in accordance with such other contract details as either party may provide to the other from time to time and delivered personally or sent by first-class recorded post, courier or fax. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by first class recorded post, at 9.00 am on the second business day after posting; if delivered by courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one business day after transmission.

21.6 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.7 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

21.8 The Contract and the documents referred to within it contain all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation (unless made fraudulently), undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.

21.9 Nothing in the Contract shall confer any right upon any person who is not a party to it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21.10 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the Laws of England & Wales and shall be subject to the jurisdiction of the English court, provided that nothing in this clause 21.10 shall limit the right of the Principal to take proceedings against the Contractor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the Principal from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

22. Definitions and Interpretation

22.1 In these Conditions words with capital letters have the meaning indicated below, and "Conditions" means the standard conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and

conditions as set out in the Order or as otherwise agreed in writing between the Principal and the Contractor.

- "Address" means the address for delivery or performance stated in the Order;
- "Contract" means the contract of sale and purchase of the Goods and/or Services incorporating these Conditions, the Order and (if applicable) the Specification;
- "Goods" means the Goods described in the Order;
- "Order" means the Principal's purchase order for Goods and/or Services, or the Principal's written acceptance of the Contractor's quotation or tender response;
- "Price" means the price detailed in the Order or, if no price is quoted, the price of the Goods and/or Services as set out or calculated in accordance with Contractor's published price list in force as at the date that the Contract came into existence;
- "REACH" means Regulation (EC) No. 1907/2006/EC;
- "Services" means the Services described in the Order including any installation of the Goods; and
- "Specification" means any plans, drawings, data, graphics, calculations or other documents or technical information relating to the Goods and/or Services in whatever form and on whatever media.

22.2 In these Conditions: (a) the headings are included for convenience only; (b) the expressions "including", "include", "in particular", "for example" and any similar expressions shall not limit the preceding words; (c) words in the singular shall include the plural and vice versa, references to any gender shall include all genders and references to legal persons shall include natural persons and vice versa; (d) references to any statute or statutory provision will, unless the context otherwise requires, be construed as including references to any amended and/or replacement statute or statutory provision; (e) references to "writing" and "written" shall include e-mail, telex, cable, facsimile transmission and comparable means of communication and (f) references to "business day" means a day other than a Saturday, Sunday or public holiday in England or Wales when banks in London are open for business.