

## 1. General

**1.1** These contract terms form an integral part of all (future) contracts on the delivery of goods or the provision of services between the supplier of goods or the service provider, respectively, (hereinafter "Contractor") and any of the affiliated companies of BASF SE located in Belgium, respectively, (hereinafter "Principal"). They shall apply if and to the extent that no other terms have been agreed upon and stipulated in the individual contract. Any supply of goods or the commencement of the provision of services by the Contractor shall be proof of his acceptance of these contract terms without reservation. Any terms of business of the Contractor are only valid if and to the extent the written agreement of the Principal is received by the Contractor expressly confirming the Principal's acceptance of the Contractor's terms of business. In particular, any references of the Principal to correspondence from the Contractor containing or referring to the Contractor's terms of business shall not constitute the Principal's acceptance of the applicability to this contract of such terms of business.

**1.2** These contract terms shall remain valid and shall prevail over any terms of business of the Contractor even if the Principal should accept any goods / services in the knowledge that the Contractor has purported to deliver them on terms of business of the Contractor that deviate from or are in conflict with these contract terms.

## 2. Bid

**2.1** Bids and price quotes shall not be remunerated and shall not create any obligations on the part of the Principal.

**2.2** In its offer the Contractor shall explicitly expose any discrepancies between its offer and the Principal's inquiry. If the Contractor has an alternative solution for an inquiry which is technologically or economically superior it shall additionally present this offer to the Principal.

**2.3** Offers must be definite, detailed and complete and must contain everything which is required for full supply, in working order, of the goods, services or works offered.

**2.4** The offer must comply with the rules of sound craftsmanship and with all statutory and administrative regulations, including those relating to technology, quality, health, safety and the environment, which apply in Belgium and the European Union at that time. The Contractor will provide the Principal with all the necessary information about the risks that are characteristic of his work.

## 3. Orders

**3.1** Any changes to the goods to be delivered or services to be provided require the prior written consent of the Principal.

**3.2** Should the Principal wish to introduce changes relating to the size and/or scope of the agreed upon order for the provision of goods or services, and if such changes (might) have an effect on the price and the period within which the order must be carried out, the Contractor will be obliged to inform the Principal in writing within 10 working days of receiving such notification of any changes in prices and/or terms, in default whereof the Contractor will be fully obliged to apply the initially agreed price and observe the initially agreed term of delivery/performance.

## 4. Approvals and licences –social and tax liabilities and salary debts

**4.1** The Contractor shall hold all approvals and licences required by law for the performance of the contract. The Contractor shall submit a copy of its approvals and licences required by law together with the tender. He shall immediately inform the Principal of any alteration. If difficulties arise about this as a result of the Contractor's negligence, the Principal reserves the right to dissolve the agreement ipso jure, as well

as to recover the extra costs incurred by it and any fines from the Contractor.

**4.2** Without prejudice to Principal's rights and obligations within the framework of the legislation regarding the joint and several liability for social and tax liabilities and salary debts ("*loonschulder*") of a (sub)contractor, the Principal shall demand the Contractor to provide a certificate regarding the social and tax liabilities and salary debts of the Contractor and/or of its (sub)contractors to the Principal. The Principal reserves the right, if need be, to terminate the agreement with immediate effect and without any costs, and to recover from the Contractor any and all such costs and any such fines as the Principal may have incurred as a consequence of the aforementioned legal system of joint and several liability for the (sub)contractor's social and tax liabilities or salary debts.

## 5. Staff

**5.1** The Contractor must perform the works using sufficient, qualified staff. By accepting these contract terms, the Contractor confirms that every staff member is at least 18 years of age, is in possession of all legally required authorisations, permits and certificates and shall observe all the health, safety and environmental regulations. Every staff member will be required to show that he is aware of and understands the above. Every staff member must be capable of communicating in one of the following four languages: Dutch, German, English or French. If staff of the Contractor or its (sub)contractors do not satisfy these conditions, the Principal is entitled to (i) refuse or withdraw access to the plant site without any costs, in which case the Principal will inform the Contractor or its agent of this, so that it can take the necessary steps, and/or (ii) to terminate the agreement with immediate effect and without any costs, and to recover from the Contractor any and all such costs and any such fines as the Principal may have incurred as a consequence of the staff not satisfying these conditions.

**5.2** The work clothing of the Contractor's staff shall clearly bear the name of the firm.

**5.3** There shall be no direct employment relationship whatsoever between the Contractor and/or its personnel, on the one hand, and the Principal, on the other.

## 6. Delivery Date, Partial Delivery of Goods / Partial Provision of Services

**6.1** The Contractor must comply with the agreed dates of delivery or dates of provision of services, respectively. In case of the delivery of goods such compliance requires the delivery free of any defects to the Principal within the Principal's regular business hours accompanied by the required shipping documents to the address specified in the purchase order (hereinafter "Place of Destination"). If the Principal and the Contractor have agreed to a delivery including assembly / service, the delivery of the goods free of any defects shall not be considered to have taken place until the assembly / service has been duly carried out as specified in the contract. Advance deliveries of goods / provision of services or partial deliveries / partial provision of services require the Principal's prior written agreement.

**6.2** If the Contractor recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Principal in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Principal of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights of the Principal related to late or partial delivery of goods / provision of services. The Principal shall be free to either demand execution of the contract, or declare the contract dissolved immediately and ipso jure. In either case, the

Principal shall be entitled to agreed damages of 1 percent of the total contract price for each commenced week by which the term has been exceeded, to a maximum of 10 percent, without prejudice to its right to claim compensation instead for all proven damage.

**6.3** If any documents are being prepared by the Principal to enable the Contractor to carry out the order, it is the responsibility of the Contractor to request these documents in due time.

**6.4** The Principal has the right to suspend the delivery/performance terms.

### 7. Sustainability

**7.1** The Principal conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). The Principal has described its understanding of the ESG Standards in the Supplier Code of Conduct (<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 its subcontractors of any tier adhere to the ESG Standards likewise. The Principal shall have the right to check adherence to the ESG Standards, either itself or through third parties commissioned by the Principal.

### 8. Performance of the work

**8.1** The Contractor undertakes to comply with its obligations concerning the health or safety of the employees in the performance of the work which are specific to the Principal. This also refers to all the provisions of the health, safety and environmental regulations for work on the relevant site of the Principal (as available on [www.basf.be](http://www.basf.be)) and also, if appropriate, the provisions of the specifications which apply to work contracted in certain plants of the Principal. The Contractor acknowledges that he is familiar with these provisions. In addition, the Contractor shall comply with all the applicable statutory and administrative provisions, including with respect to technology, quality, health, safety and environment, and must possess the necessary internal permits of the Principal. If the Contractor fails to comply with the above-mentioned obligations, or to do so satisfactorily, the Principal shall have the right to take the necessary measures itself, at Contractor's expense.

**8.2** The Contractor has the exclusive power, command and control over its personnel. The Contractor guarantees that all instructions given to him will be passed on to all its employees, its contractors and their employees and those of any of their subcontractors.

**8.3** The Contractor shall provide an experienced and expert site manager who will also ensure smooth progress of the works on the site. This site manager must be present or available full-time and must at any time be able to provide a list of staff members present on the site. He must have the necessary authority and skills, in terms of both organization, management and supervision of the work and of the staff and with respect to health and safety. Staff supervising the work shall be present in sufficient numbers and shall be able to communicate fluently with both the workers and the Principal. The site manager will pass on all instructions given to him by the Principal to all the employees of the Contractor, its contractors and their employees and those of any of their subcontractors.

**8.4** The Principal always retains an unlimited right of access to the site and all plants erected on it.

**8.5** The Principal reserves the right, when dangerous situations are identified which the Contractor cannot rectify itself at that time and which require immediate intervention, to take the necessary measures itself to rectify this at the Contractor's expense.

**8.6** The Contractor may only erect its plant and equipment at the locations indicated by the Principal. The works may not obstruct either the organization of the work or the operational plants belonging to the Principal.

The Contractor itself must take adequate measures to prevent accidents and damage caused by external factors, such as weather conditions, theft, vandalism or fire.

**8.7** The works are mostly carried out simultaneously with several other contractors and departments of the Principal. The Contractor shall be obliged to assist in the co-ordination and co-operation with other contractors of the Principal. The site manager of Contractor will for this purpose attend the co-ordination meetings as often as the work requires him to do so. The Contractor will perform its work in such a way that other contractors and professional services of the Principal will not be hindered or will not suffer any damage therefrom. The Contractor will see to it that any and all necessary notifications and arrangements will be taken care of in time and to a sufficient extent. The Contractor will indemnify the Principal against any claims of third parties to the Principal for any such nuisance as may arise at the site.

**8.8** The Contractor shall not do any work for third parties on the BASF sites, unless it has been given express permission for this from the Purchasing department located on the site of BASF in 2040 Antwerp, Scheldelaan 600.

### 9. Quality

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 as per ISO 9000 ff. or to a similar system of equivalent standard upon the Principal's request. The Principal shall have the right to inspect this quality assurance system, either itself or through third parties commissioned by the Principal. The Contractor shall bear all costs for the obtaining of these quality systems certificates.

### 10. Testing and Inspection in the Course of Contract Fulfillment

**10.1** The Principal shall be entitled to carry out any inspections at any time during the performance of the contract by the Contractor. For this express purpose the Principal is authorized to enter the Contractor's works and visit the installations and facilities relevant for the performance of the contract during the Contractor's usual business hours after giving prior notice. The Contractor and the Principal shall each bear their own costs incurred in conducting any such inspections.

**10.2** Such inspections shall not constitute a waiver of any contractual or legal rights of the Principal.

### 11. Use of subcontractors

Third parties (in particular any subcontractors) may only be employed or replaced by the Contractor with the Principal's prior written consent. If the Contractor intends to use subcontractors to perform the contract from the outset, the Contractor must inform the Principal of this when submitting its offer. The contractual obligations of the Contractor are not altered by the act of subcontracting. This means that if the Contractor remains in default, it cannot refer to the default of its subcontractor(s), for any reason whatsoever.

### 12. Shipping, Packaging, Passing of Risk and Ownership

**12.1** Unless agreed otherwise the delivery of goods shall be made DAP (Incoterms 2010) to the Place of Destination. Unless agreed otherwise the delivery shall be accompanied by two copies of the delivery note, the packing list, cleaning and inspection certificates according to the agreed specifications and all other necessary documents. If known the following details must be given in all shipping documents and – for packaged goods – on the outer packaging too: purchase order number, gross and net weight, number packages and type of packaging (disposable / reusable), completion date as well as Place of Destination (unloading point) and consignee. For projects, the complete job number and assembly building must be given as well.

**12.2** For third country imports, the shipping documents must 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: Dispatch documents (e.g. T 1), shipping documents, customs or commercial invoice, preference documents such as Form A, EUR.1, A.TR., proof/certificate of origin and – if applicable – additional documents that are necessary for customs clearance. The Contractor ensures that all information necessary for a customs advance notification procedure is completely, correctly and in time at the disposal of the responsible who must turn in the advance notification.

If the goods are released for free circulation, the proof of customs clearance (such as ATC number, tax assessment note) shall be included in the shipping documents.

**12.3** The Contractor shall notify the Principal in detail and in writing about any possible obligation to obtain a permit for (re)exports according to the respective national export and customs regulations, as well as the export and customs regulations of the country of origin of the goods and services.

**12.4** The Contractor shall uphold the Principal's interests during the delivery. Goods must be packed as so to avoid damage during transport. The Contractor is liable for any damage incurred due to improper packaging. Upon the Principal's request the Contractor shall collect any accumulated outer packaging, transport and sales packaging from the Place of Destination following delivery and dispose of it or having this done by a third party.

The Contractor shall package, label and ship hazardous products according to the applicable national and international laws and regulations. The Contractor complies with all obligations for suppliers (pursuant to Article 3 (32) Regulation (EC) No. 1907/2006/EC (hereinafter "REACH")) under 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 REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) REACH.

**12.5** Up until the actual delivery of the goods specified in the contract together with the documents mentioned in clauses 12.1 and 12.2 at the Place of Destination, the Contractor shall bear the risk of loss or damage. If the parties have agreed a delivery inclusive of installation / assembly / service, the risk of loss or damage shall pass to the Principal after the installation / assembly / service has been duly completed in accordance with the contract and following the handover of the goods.

If a formal acceptance is stipulated by law or by the contract, the deadline for acceptance shall be specified by both parties upon written request by the Contractor. The result of the acceptance inspection shall be documented in an acceptance certificate. Risk of loss shall not pass from the Contractor to the Principal before a successful acceptance has been confirmed by the Principal in the acceptance certificate. Acceptance may not take place in any other manner, especially not through

inspections, expert reports, certificates or records of work. Payment of invoice balances is not an indication of acceptance.

**12.6** Ownership is transferred at the time of delivery of the material/goods. Any clause which postpones the transfer of ownership or entails reservation regarding this transfer cannot be raised against the Principal. The unilateral inclusion of a reservation of title clause in the general terms or any other document of the Contractor is not opposable to the Principal, and may be opposed to it only after securing the Principal's written consent.

**12.7** Shipment shall take place according to the 'General shipping instructions for deliveries to BASF Antwerpen N.V.' as available at [www.basf.be](http://www.basf.be). These conditions however are only valid for deliveries to the BASF-site in 2040 Antwerpen, Scheldelaan 600.

**12.8** Unless otherwise agreed, the weight which is established upon entry of the goods on the officially calibrated weighbridge of the Principal shall apply for orders on the basis of the unit of the weight. For the goods supplied by ship, the quantity which has been established by the independent expert shall apply.

### **13. Origin of Goods**

**13.1** The Contractor declares the non-preferential origin of goods (country of origin) in commercial documents. Upon the Principal's request he will provide a proof / certificate of origin specifying the origin of the goods.

**13.2** The goods must comply with the regulations for the preferential origin of goods as per the bilateral or multilateral agreements or the unilateral regulations for the origin of goods pursuant to the Generalized Systems of Preferences (GSP), insofar as the delivery is within the scope of preferential trade.

### **14. Condition of the Delivery / Service, Rights in the Event of Defects**

**14.1** The Contractor is responsible for delivering goods and services free of defects, in particular compliance with the agreed specification of goods and services, and, additionally, for ensuring that guaranteed properties and features are present. In addition, the Contractor guarantees that goods and services meet the current technical standards and – if applicable – the generally recognized standards in plant safety, occupational medicine and hygiene; are delivered by qualified personnel, are in line with all pertinent legal regulations. If machines, equipment or plants constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment and plants at the time of contract fulfillment, and shall be CE marked. The Principal shall not be obliged to conduct immediate examinations.

**14.2** The Contractor guarantees that all materials contained in the goods have effectively been pre-registered, registered (or exempt from the obligation to register) and – if relevant – authorized in accordance with the applicable requirements of REACH for the uses disclosed by the Principal.

If the goods classified as an article according to Article 7 REACH the preceding sentence shall also apply to substances released from such goods. Moreover, the Contractor shall forthwith notify the Principal if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Article 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

**14.3** Unless otherwise agreed in writing, the Contractor shall provide a guarantee of 8,000 hours after a good has come into service. For the executed works the Contractor shall provide a guarantee of one year after passing of the risk in accordance with article 12.5. This guarantee period shall be suspended and extended by the period of suspension for as long as the supplied goods or services are defective.

**14.4** During the guarantee period the Contractor shall guarantee the immediate and completely free repair of the supplied goods or services, except if he proves that the defect to the goods or services are caused exclusively by the Principal. He shall bear all the costs of assembly, disassembly and transport. In urgent cases or in the event of delay, the Principal may repair those defects itself or have them repaired and recover the costs from the Contractor, provided that it has notified the Contractor of this intention.

**14.5** In case of a serious defect the Principal may however also choose to demand a price-adjustment or may decide that the agreement will be dissolved ipso jure, without prior notice being necessary.

**14.6** In addition, the Principal shall in all cases be entitled to compensation for all damages caused by the defect, and the Contractor shall hold harmless and indemnify the Principal from any claim for damages lodged by third parties.

**14.7** Under article 1792 of the Belgian Civil Code, the Contractor shall be liable for 10 years for defects which affect the sturdiness or the functionality of the works performed.

**14.8** For parts and repairs which are replaced respectively carried out within the guarantee period, a new guarantee period of 8,000 hours or one year respectively shall apply.

**14.9** Defective goods or parts shall remain at the disposal of the Principal until they have been faultlessly replaced.

## **15. Infringing Property Rights**

It is the Contractor's responsibility to ensure that the delivery of the goods and / or provision of the services and the use thereof by the Principal pursuant to the contract will not infringe any patent laws, copyright or other proprietary rights of third parties. Notwithstanding legal claims, the Contractor shall indemnify the Principal from any third party claims for which the Principal may be held liable as a result of the infringement of any of the aforementioned property rights. The Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Principal in preventing and / or rectifying any infringements of property rights.

## **16. Liability**

**16.1** The Contractor shall be liable for compensation for any damage caused by it, its employees, its agents or their employees, as a result of or on the occasion of the execution of the order. If several Contractors are either collaborating or are working independently of each other on the same work and it is not possible to determine which Contractor caused the damage, each Contractor shall be jointly and severally liable to compensate the Principal for the full damage.

**16.2** The Contractor is liable for the management, use and guarding of the materials, tools, workshops, etc. which the Principal places at its disposal. It must return them in the same condition as it received them.

**16.3** The Contractor shall hold harmless and indemnify the Principal against any claim from third parties. The scope of this obligation will extend to any and all costs suffered by the Principal as a result of claims from third parties such as, but without being limited thereto, court costs, administration of justice fees, lawyer's fees, surveyor's fees, compensations, fines and convictions in general. If the Contractor suffers damage as a result of actions or negligence by third parties in respect of itself, the Contractor may not address the Principal but shall directly address those third parties.

**16.4** The Principal shall not be liable for loss or damage to equipment, objects or materials belonging to the Contractor or subcontractors.

**16.5** In addition the Principal cannot be held liable for total or partial failure of energy supplies to the Principal by third parties.

## **17. Insurance**

**17.1** The Contractor shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to the Principal upon request.

**17.2** The Contractor's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

**17.3** The Contractor must mark the objects which it uses on the premises of the Principal and which remains its property and shall take out adequate insurance, with a waiver of recourse in respect of the Principal.

**17.4** The Contractor must have taken out a sufficient accident insurance for its employees in accordance with the current legislation, waiving its right of recourse against the Principal. The Contractor must have such waiver of right of recourse included in the policy by its insurer. In addition, the Contractor undertakes to oblige its subcontractors to take out a sufficient accident insurance for their respective employees (i.e. the subcontractor's employees) in accordance with the current legislation, waiving their right of recourse against the Principal. The Contractor guarantees that its subcontractors will have such waiver of right of recourse included in the policy by their respective insurers.

## **18. Invoicing, Payment**

**18.1** The agreed price is all-inclusive and therefore takes account of all performance, goods and services as well as all the charges under tax and social legislation which have to be borne by the Contractor, and in general all the obligations imposed on it by the public authorities and all the circumstances which incur costs. Invoices are to be issued for deliveries made and services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the deliveries / services being invoiced are subject. When using self-billing (evaluated receipt settlement), the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation specified in advance.

**18.2** The Contractor must provide a separate invoice for each purchase order. The invoice must include the Principal's full order number 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 information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Principal in the purchase order.

**18.3** Unless agreed otherwise the payment period shall commence as soon as an invoice, which meets the applicable value-added tax requirements, has been received at the billing address. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to verification of the delivery / service provided.

**18.4** Payment by the Principal shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver of the Principal with regard to deliveries made / services provided that differed from those as agreed upon, the Principal's rights to inspection, and the right to find fault with an invoice due to other reasons.

**18.5** Only extra work or additional services performed at the express written request of the Principal will be reimbursed, in accordance with the price calculation principles set out in the order.

**18.6** Interest due on late payment may only be charged after a formal written reminder to the Principal by the Contractor. In

that case the lower of the following interest rates shall be payable: either the three-month inter-bank rate (BIBOR or euro interest rate) applying on the date of the notice of default or the statutory interest rate applying on the date of the notice of default. The same rates shall apply if judicial interest is awarded.

#### **19. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention**

**19.1** The Contractor may assign the rights and obligations under the contract with the Principal to third parties only with the prior written consent of the Principal.

**19.2** 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.

**19.3** The Principal may assign the rights and obligations under the contract with the Contractor to BASF SE, Ludwigshafen (Rhine) or to any entity that is directly or indirectly controlled by or under common control of BASF SE, Ludwigshafen (Rhine), Germany, whether by ownership of at least 50 % of the voting securities, contract, or otherwise, at any time without the Contractor's prior agreement.

**19.4** The Contractor is only permitted to offset claims that are undisputed or substantiated by court judgment. The Contractor is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

#### **20. Termination, Rescission**

**20.1** The Principal can cancel the agreement unilaterally at any time, provided that it compensates the Contractor for what has already been delivered or performed properly and for the cancellation costs demonstrated by the Contractor. No compensation shall be paid for loss of profit.

**20.2** If the Contractor seriously fails to fulfil its contractual obligations, the Principal can dissolve this agreement and all orders in hand and/or placed ipso jure by registered letter, without prejudice to its right to compensation. Serious shortcomings are considered to be, for example but not exclusively, repeated failure to comply with the warranty obligation, failure to comply with the safety provisions or the ESG Standards, failure to pay its social, tax or salary debts, not (or no longer) being in possession of the required permits or approvals, using staff which do not (or no longer) possess the required authorisations, permits or approvals, events which undermine the creditworthiness of the Contractor (e.g. bankruptcy) or which make the successful performance of the works uncertain.

**20.3** If the Contractor has acquired from the Principal any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the contract the Contractor must forthwith hand them over to the Principal in the event of termination of the contract by the Principal. These requirements apply likewise in the event of rescission.

#### **21. Contractor's Removal Duty in the Event of Termination of Contract**

In the event of termination of the contract by the Principal, the Contractor must, at its own expense and regardless of the grounds for termination, forthwith dismantle and remove its plant, tools and equipment. Any waste or debris produced by the Contractor's work must be promptly removed and disposed of appropriately by the Contractor at its own expense. If the Contractor does not fulfill its duties in this regard, the Principal may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to the Contractor if the work has still not been completed after a reasonable period of time has elapsed.

#### **22. Documents, Confidentiality, Rights of Use**

**22.1** The Contractor must submit to the Principal the agreed quantity of any plans, calculations or other documents in time in order not to exceed the contractual deadline for execution.

**22.2** The review of any documents by the Principal shall not relieve the Contractor of any of its responsibilities under the contract.

**22.3** Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal (hereinafter "Principal Documentation") shall remain the property of the Principal and must be returned to the Principal forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Principal Documentation. The Contractor must observe the proprietary rights of the Principal in and to all Principal Documentation.

**22.4** The Contractor is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information given in Principal Documentation (hereinafter "Confidential Information"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the contract. This obligation shall be subject to any disclosure requirements of a legal, judicial or official nature. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the contract has ended. This confidentiality requirement 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. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the Contractor shall not release such a person from his/her obligation to confidentiality. The burden of proof for such an exception lies with the Contractor. The Contractor shall ensure that his/her employees and agents subject to this confidentiality agreement are obliged to confidentiality according to the rules set forth in these contract terms by means of appropriate contractual agreements, too. Upon request, the Contractor shall demonstrate compliance with these obligations to the Principal in writing.

The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. 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. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is lost and/or accessed by unauthorized parties.

**22.5** The Contractor shall grant the Principal freely transferable rights of use free from any restrictions as to area, content or time for all plans, drawings, graphics, calculations and other documents related to the contract in writing or any other tangible form. This information may have either been prepared by the Contractor itself or by third parties (hereinafter "Work Results"). The Principal has the right in particular to exploit, duplicate and distribute such Work Results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. The Contractor shall grant the Principal the right of use for Work Results of the aforementioned scope including for all types of

use whatsoever whether or not known at the time of contract award.

In acquiring licenses and Work Results from intellectual services, especially studies, specifications, user requirement and functional design specifications, specific developments in and customization of software, the Principal has the absolute and irrevocable right to use all such Work Results at its premises, and at the premises of all affiliated companies pursuant to article 11 of the Belgian Company Code.

### **23. Storage of Documents and Support during Reviews**

The Principal has the right to view and make copies or duplicate for its own purposes all documents in connection with the delivery of goods or provision of services during usual business hours. This right remains valid for the statutory safekeeping period – at least three (3) years starting from the date of acceptance or delivery. The Contractor is obliged to provide assistance with reviews. To the extent to which these documents contain confidential information about the Contractor such as Contractor internal calculations, agreements or confidential information about business partners and/or employees, the Principal's viewing rights shall be barred.

### **24. Discontinuation or change of manufacture**

In case the Contractor plans the discontinuation of manufacture of goods supplied by him, or a change of the dimensions, characteristics or specifications of those goods, he shall at least 12 months in advance inform the Principal about this in writing. At the same time the Contractor shall inform and advise the Principal regarding new products and possibilities for replacement of these products.

### **25. Exit control**

BASF Antwerpen N.V. has an accredited internal security service, authorized to perform exit controls within the framework of the Act of 10 April 1990 on private and personal safety. The Contractor consents to be subject to such exit controls on the BASF-site in 2040 Antwerp, Scheldelaan 600, and guarantees that every person acting in its name or on its behalf in connection with the performance of works on the mentioned BASF-site, has consented to being subject to these exit controls.

### **26. Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction**

**26.1** The Contractor may only refer to or publicly disclose otherwise its business relationship with the Principal with the prior written consent of the Principal.

**26.2** The invalidity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.

**26.3** The contract shall be construed and be subject to the substantive laws of Belgium with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and the Belgian law rules on the conflict-of-laws.

**26.4** At the Principal's option the place of jurisdiction shall be either the court competent for the Principal's registered office or the court competent according to the applicable law.