

General Conditions of Purchase of BASF Nederland B.V. and its Affiliated Companies located in the Netherlands

These General Conditions of Purchase shall apply to all Contracts with Supplier. Any applicability of general terms and conditions used by the other party is hereby excluded explicitly.

1. General

1.1 These general conditions of purchase of BASF Nederland B.V. and its Affiliated Companies Located in the Netherlands (hereinafter "**General Conditions of Purchase**") form an integral part of all (future) contracts, including order confirmations, purchase orders (PO) and other documents of the (pre-)contractual phase (hereinafter each referred to separately as "**Contract**") on the delivery of goods or the provision of services between the supplier of goods or the service provider, respectively, (hereinafter "**Supplier**") and BASF Nederland B.V. or any of the affiliated companies of BASF SE located in the Netherlands, respectively, (hereinafter individually referred to as "**BASF**"). They shall apply if and to the extent that no other terms have been agreed upon in writing and stipulated in the individual Contract.

1.2 The applicability of any general conditions of the Supplier is hereby expressly rejected. Acceptance of the agreement by BASF is subject to the Supplier's agreement to these General Conditions of Purchase; acceptance by the Supplier is only possible under the conditions offered, including these General Conditions of Purchase. Any terms of business of the Supplier are only valid if and to the extent the written agreement of BASF is received by the Supplier expressly confirming BASF's acceptance of the Supplier's terms of business. In particular, any references of BASF to correspondence from the Supplier containing or referring to the Supplier's terms of business shall not constitute BASF's acceptance of the applicability to this Contract of such terms of business.

2. Bid

2.1 Bids and price quotes by Supplier shall not be remunerated and shall not create any obligations on the part of BASF.

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

3. Delivery Date, Partial Delivery

3.1 The Supplier 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 BASF within BASF's regular business hours accompanied by the required shipping documents to the address specified in the purchase order (hereinafter "**Place of Destination**"). If BASF and the Supplier 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. If a formal acceptance procedure is stipulated by law or specified in the Contract, the time specified for such acceptance shall be adhered to by both parties. Advance deliveries of goods / provision of services or partial deliveries / partial provision of services require BASF's prior written agreement.

3.2 If the Supplier recognizes that it will not be able to fulfil its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to BASF in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. In the event of late delivery, the Supplier is in default by operation of law, without a notice of default or any other formality being required. Any acceptance by BASF of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights of BASF related to late or partial delivery of goods / provision of services.

3.3 If any documents are being prepared by BASF to enable the

Supplier to carry out the order, it is the responsibility of the Supplier to request these documents in due time.

3.4 Only additional work carried out at the express written request of BASF can be invoiced and will be reimbursed.

4. Sustainability, German Supply Chain Due Diligence Act

4.1 BASF 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, labour and human rights as well as responsible corporate governance (hereinafter "**ESG Standards**"). BASF has described its understanding of the ESG Standards in the Supplier Code of Conduct (<http://www.basf.com/supplier-code-of-conduct>). BASF expects the Supplier to adhere to the ESG Standards. Furthermore, BASF calls upon the Supplier to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. BASF shall have the right to check adherence to the ESG Standards on the part of the Supplier, either itself or through third parties commissioned by BASF.

4.2 While performing the Contract, the Supplier must adhere to the occupational health and safety and environmental protection requirements as specified in BASF's purchase order

4.3 BASF is obligated to comply with certain human rights-related and environment-related due diligence obligations in its supply chains in order to prevent or minimize any risks to human rights or environment-related risks or to end the violation of human rights-related or environment-related obligations. The terms "Risks To Human Rights", "Environment-Related Risks" (together "**Risks**"), "Violation of Human Rights-Related Obligations" and "Violation of Environment-Related Obligations" (together "**Obligations**") have the meaning as defined in the German Supply Chain Due Diligence Act (the "**Act**") (Lieferkettensorgfaltspflichtengesetz) as amended from time to time (the current English version of the Act can be downloaded under the following link: https://www.bmas.de/SharedDocs/Downloads/DE/International/es/act-corporate-due-diligence-obligations-supply-chains.pdf;jsessionid=4A2F3D30F171DA0D751EEC4B1B9A5111.delivery1-master?__blob=publicationFile&v=3).

4.4 The Supplier shall comply with the Obligations as described in the Act and shall appropriately address this expectation vis-à-vis its own suppliers along its supply chain (the "**Expectations**"). In particular, Supplier agrees to prevent or minimize any such Risks and to end any violation of the Obligations. Furthermore, Supplier agrees to instruct its officers and employees to comply with the Expectations and to provide trainings to its officers and employees regarding the compliance with the Expectations. Upon request of BASF, Supplier shall attend corresponding trainings organized by BASF.

4.5 BASF shall have the right to conduct audits with prior written notice to ensure Supplier's compliance with its obligations under this Clause (the "**Audit**") either itself and/or through commissioned third parties (the "**Auditor**"). Supplier shall provide BASF and/or the Auditor with all data, documents and other information, whether in written, verbal and/or electronic form as reasonably requested by BASF and/or the Auditor for the Audit.

4.6 In case BASF finds suspicion or evidence of a violation of the Obligations by the Supplier or any of Supplier's contractors or suppliers of any tier, Supplier shall be obliged to implement and execute or cause the respective contractors or suppliers to implement and execute appropriate corrective measures as reasonably requested by BASF in writing.

4.7 Upon BASF's request and without undue delay, Supplier shall (i) draw up together with BASF a corrective action plan to end any violation of the Obligations (the "**Remedial Concept**")

including a concrete timetable for such plan, and (ii) implement measures requested by BASF at its reasonable sole discretion to carry out such Remedial Concept.

4.8 BASF shall have the right to terminate the contract hereunder with immediate effect if (i) Supplier does not comply with the obligations under this Clause, (ii) the Expectations are substantially violated, or (iii) the implementation of the Remedial Concept did not remedy the violation of the Obligations within a timetable set in the Remedial Concept.

5. Quality and safety

5.1 The Supplier shall carry out and maintain effective quality assurance and, if requested, demonstrate this to BASF. The Supplier shall adhere to a quality management system as per ISO 9000 or to a similar system of equivalent standard upon BASF's request. BASF shall have the right to inspect this quality assurance system, either itself or through third parties commissioned by BASF.

5.2 Any changes to the goods to be delivered or services to be provided require the prior written consent of BASF.

5.3 If the performance of the Contract requires work to be carried out on a BASF site, such work is subject to BASF's on-site safety, security and conduct regulations. These documents are provided at the start of the assembly or construction work or must be requested from the safety department of the establishment concerned. The Supplier guarantees that its employees and other persons engaged by it strictly comply with the aforementioned regulations.

5.4 The Supplier shall ensure that there are sufficient and qualified personnel. The Supplier guarantees that he, his employees and other persons engaged by him comply at all times with all binding legal provisions concerning the provision of services and/or goods, including but not limited to mandatory provisions of labour legislation, tax legislation and social security legislation, (e.g., valid work permits, visas, A1 forms, certificates, declarations, etc.). The Supplier shall indemnify BASF and any party in whose name and on whose behalf, BASF is acting against any claim in this regard. The Supplier shall indemnify BASF for all costs and expenses incurred in this respect. Any person employed by the Supplier must be able to communicate in Dutch, English and/or German.

6. Testing and Inspection in the Course of Contract Fulfilment

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

6.2 Such inspections shall not constitute a waiver of any contractual or legal rights of BASF.

7. Use of Subcontractors

Third parties (in particular any subcontractors) may only be employed or replaced by the Supplier with BASF's prior written consent, with due understanding that the Supplier remains responsible and liable at all times for the correct performance of the Contract. If the Supplier intends to use subcontractors to perform the Contract, the Supplier must inform BASF of this when submitting its offer. There shall be no direct employment relationship whatsoever between the Supplier and/or its personnel, on the one hand, and BASF, on the other and the Supplier indemnifies BASF against damage that may arise as a result of such a (fictitious) employment relationship.

8. Delivery, Shipping, Packaging, Passing of Risk and Ownership

8.1 Unless agreed otherwise the delivery of goods shall be made DAP (Incoterms 2020) 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.

8.2 For third country deliveries (imports), BASF shall become importer of record and Supplier shall support him with all documents and information necessary to complete and lodge a true import declaration to authorities responsible for customs, as required in the customs legislation of the country of import. The Supplier will (timely) obtain of all licenses and permits that are required in the country of origin and / or provenance.

8.3 The Supplier shall notify BASF in writing about the percentage of US controlled content.

8.4 The Supplier shall uphold BASF's interests during the delivery and execution of the Contract. Goods must be packed as so to avoid damage during transport. The Supplier is liable as per the statutory provisions for any damage incurred due to improper or insufficient packaging.

8.5 For domestic deliveries, upon BASF's request the Supplier 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.

8.6 The Supplier shall package, label and ship hazardous products according to the applicable national and international laws and regulations. The Supplier 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 Supplier shall in particular provide BASF 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.

8.7 Up until the actual delivery of the goods specified in the Contract together with the documents mentioned in clauses 8.1 and 8.2 at the Place of Destination, the Supplier 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 BASF after the installation / assembly / service has been duly completed in accordance with the Contract and following the handover of the goods.

8.8 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 Supplier. The result of the acceptance inspection shall be documented in an acceptance certificate. Risk of loss shall not pass from the Supplier to BASF before a successful acceptance has been confirmed by BASF 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.

8.9 Ownership is transferred at the time of delivery of the material/goods or the installation thereof. Any clause which postpones the transfer of ownership or entails reservation regarding this transfer is void and cannot be raised against BASF.

9. Origin and Status of Goods

9.1 The Supplier declares the non-preferential origin of goods (country of origin) in commercial documents. In addition, the Supplier provides an A.TR movement certificate, if applicable. Upon BASF's request he will provide a proof / certificate of origin specifying the origin of the goods.

9.2 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.

10. Condition of the Delivery / Service, Complaints, Rights in the Event of Defects

10.1 The Supplier is responsible for delivering goods and/or services free of defects, in particular the Supplier guarantees compliance with the agreed specification, that specified properties and functions are present, that they function correctly, are unused, are made of good materials with good workmanship, are free from any defect and are free from any lien and that they are usable for the intended purpose. In addition, the Supplier guarantees that goods and/or 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 and 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 fulfilment and shall be CE marked.

10.2 Further, the Supplier warrants that (i) none of the goods and/or services provided, including all parts, components and raw materials, have been produced, delivered or performed in whole or in part in violation of any applicable trade or economic sanction, export control, embargo or similar legal order or prohibition, regulation, rule, measure, restriction, license, including without limitations of those of the European Union, Switzerland, the United States and the United Nations (hereinafter the "**Sanctions Rules**"), or (ii) none of the third parties engaged in the production of goods and the provision of services (such as auxiliaries, suppliers or subcontractors) are subject to any applicable Sanctions Rules.

10.3 The Supplier 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 BASF.

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 Supplier shall forthwith notify BASF if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfils the criteria of Articles 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

10.4 BASF shall notify any obvious defects to the Supplier within two (2) months following receipt of the goods at the Place of Destination. BASF must report any non-visible defects within two (2) months of their discovery. The time limits in this article shall be considered by the parties to be a reasonable time.

10.5 In the event of defects / shortcomings, the Supplier is liable, and BASF has the choice to demand delivery of the missing, repair (rectification) or replacement of the delivered goods (in accordance with Article 7:21 of the Dutch Civil Code) and/or (partial) dissolution or proportional price reduction (Article 7:22 of the Dutch Civil Code) applies to all deliveries under these Purchase Conditions, without prejudice to BASF's other claims.

10.6 In the event of rectification, the method of rectification is at the discretion of BASF. For the purposes of the rectification, the goods shall be made available to the Supplier either at the Place of Destination or at the location where the goods were located when defects were identified, according to BASF's preference. The Supplier must execute rectification in all respects in accordance with BASF's instructions and requirements. In case of rectification or replacement, the date of rectification or replacement is considered the date of original delivery and restarts the warranty period. If (i) rectification has not been effected within a reasonable period, (ii) rectification has failed or is not possible, or (iii) it is not necessary by applicable law to fix a time period for rectification, BASF shall be entitled to amend its choice from the first sentence of this Article.

10.7 The Supplier indemnifies BASF against all claims of third parties relating to the Contract between the Supplier and BASF, and from all claims regarding (product) liability and from claims arising from the legislation on product liability, if the defect giving rise to the claim is caused by the delivered goods, by the Supplier or by any supplier of the Supplier.

11. Infringing Property Rights

It is the Supplier's responsibility to ensure that the delivery of the goods and / or provision of the services and the use thereof by BASF pursuant to the Contract will not infringe any patent laws, copyright or other proprietary rights of third parties. The Supplier indemnifies BASF from any third-party claims for which BASF may be held liable as a result of the infringement of any of the aforementioned property rights, including costs of defence in court.

12. Insurance

The Supplier 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 BASF upon request. The Supplier's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

13. Invoicing, Payment

13.1 The agreed price is an all-in price and therefore includes the full performance of the Contract, delivery of goods and services, as well as all costs incurred by the Supplier and all obligations imposed on the Supplier by the government. All prices are net of any applicable value-added tax (VAT). Invoices are solely 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 Supplier must transfer to BASF all data required as per the applicable value-added tax legislation specified in advance.

13.2 The Supplier must provide a separate invoice for each purchase order. The invoice must include BASF's full order number and, if applicable, the Supplier'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 BASF in the purchase order.

13.3 The payment period depends on the size of the legal entity that the Supplier conducts its business in on the basis of accounting law (Book 2.9.11 of the Dutch Civil Code) and is determined as follows:

- a. If the Supplier qualifies as a small or medium-sized enterprise, the payment term shall be thirty (30) days after receipt of the relevant invoice that meets the applicable VAT requirements;
- b. If the Supplier qualifies as a large company, the payment term is sixty (60) days after receipt of the relevant invoice that meets the applicable VAT requirements, unless otherwise stipulated in the relevant Contract;
- c. The Supplier is responsible for informing BASF in a timely and correct manner about the (change of) qualification of the Supplier's company. BASF is in no way responsible for investigating the accuracy of the information provided as a result of this clause.

In the case of self-billing, the payment term starts on the date on which the invoice is issued.

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

14. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention

14.1 The Supplier may assign the rights and obligations under the Contract with BASF to third parties only with the prior written consent of BASF.

14.2 BASF may assign the rights and obligations under the Contract with the Supplier to BASF SE or to any entity that is directly or indirectly controlled by or under common control of BASF SE whether by ownership of at least 50 % of the voting rights, contract, or otherwise, at any time without the Supplier's prior agreement. BASF may also transfer the rights and obligations under the Contract with the Supplier without the Supplier's prior consent in the event of the transfer of (a part of) BASF's business or business unit to a third party.

14.3 The Supplier is only permitted to offset claims that are undisputed or substantiated by court judgement. The Supplier 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.

15. Termination, Rescission

15.1 The Contract may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include:

- a breach of duty by the Supplier which cannot be remedied, or if it can be remedied, is not remedied within a reasonable

period of time stipulated by BASF after the written complaint is received; or

- a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations under the Contract and / or to discharge of its tax and / or social liabilities; or
- the purchase or use of the goods or the service is or will be either entirely or partly impermissible due to legal or official regulations.

If BASF terminates the Contract for good cause and if other existing contracts between BASF and the Supplier cannot be maintained for the same grounds for good cause, BASF shall also be entitled to terminate such other contracts existing at the time of termination and contracts which have not yet been fulfilled against a pro rata remuneration for the services already provided. In such events, the Supplier is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

15.2 If the Supplier has acquired from BASF any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the Contract the Supplier must forthwith hand them over to BASF in the event of termination of the Contract by BASF, including (digital) copies. These requirements apply likewise in the event of rescission.

15.3 In the event of termination of the Contract by BASF, the Supplier 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 Supplier's work must be promptly removed and disposed of appropriately by the Supplier at its own expense. If the Supplier does not fulfil its duties in this regard, BASF may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to the Supplier if the work has still not been completed after a reasonable period of time has elapsed.

16. Documents, Confidentiality, Rights of Use

16.1 The Supplier must submit to BASF any plans, calculations or other documents in order not to exceed the contractual deadline for execution.

16.2 The review of any documents by BASF shall not relieve the Supplier of any of its responsibilities regarding those documents under the Contract.

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

16.4 The Supplier is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the Contract from BASF or any of her affiliates, in particular the information given in documentation (hereinafter "**Confidential Information**"). The Supplier 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.

16.5 This confidentiality requirement shall not include any information that the Supplier lawfully possessed prior to BASF'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 an obligation to confidentiality, whereas the Supplier shall not release such a person from his/her obligation to confidentiality. The burden of proof for such an exception lies with the Supplier. The Supplier shall ensure that his/her employees and vicarious agents subject to this confidentiality agreement are obliged to confidentiality according to the rules set forth in these General Conditions of Purchase by means of appropriate contractual agreements, too. Upon request, the Supplier shall demonstrate compliance with these obligations to BASF in writing.

16.6 The Supplier 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 Supplier is required to promptly notify BASF in writing in the event that Confidential Information is lost and/or accessed by unauthorized parties.

16.7 "Work Results" are all results of the Supplier's work that arise in connection with the order as well as the results of the work of third parties that have been brought in by the Supplier to perform the Contract with regard to the production of Work Results as well as all of the Supplier's copyright-protected items and services that may arise in the course of Contract performance, including, without limitation, all plans, drawings, graphics, calculations and other documents.

16.8 The Supplier shall grant BASF the right, freely transferable and/or sublicensable to third parties, without any restrictions as to area, content or time, to use the Work Results in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices, for the contractually agreed purposes or purposes implied as per the Contract. The purposes implied as per the Contract include, in particular, the right to edit and process, to store in all media and to reproduce. The Supplier shall obtain any necessary granting of rights by third parties for this purpose. BASF accepts the granting of the right.

16.9 Moreover, the Supplier shall grant BASF an exclusive right to use the Work Results that the Supplier created specifically for BASF or had third parties create for BASF, and shall obtain any necessary rights from third parties. BASF accepts the granting of the right. Pre-existing rights of the Supplier or of third parties shall remain unaffected hereby.

16.10 BASF 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. BASF also has the right to grant third parties the same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and/or revisions.

16.11 In case of the Supplier, in the course of the performance of the respective Contract, receives or otherwise obtains from BASF personal data related to employees of BASF or other parties for which BASF is responsible (hereinafter referred to as "**Personal Data**") the following provisions shall apply.

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of BASF, Supplier shall only be entitled to process Personal Data for the performance of the respective Contract. Supplier shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyse such data for its own purposes and/or form a profile.

If and to the extent permitted by applicable laws, Supplier is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective Contract.

Supplier shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective Contract (need-to-know-principle). Supplier shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Supplier shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Supplier will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Supplier with regards to Personal Data shall be excluded.

In addition to its statutory obligations, Supplier shall inform BASF in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective Contract Supplier shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

17. Storage of Documents and Support during Reviews

BASF 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 Supplier is obliged to provide assistance with reviews. To the extent to which these documents contain confidential information about the Supplier such as BASF internal calculations, agreements or confidential information about business partners and/or employees, BASF's viewing rights shall be barred.

18. Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction

18.1 The Supplier may only refer to or publicly disclose otherwise its business relationship with BASF, including the use of the trademarks of BASF, with the prior written consent of BASF.

18.2 The invalidity or unenforceability of any provision or part of a provision of the Contract shall not affect the validity of the entire Contract. In this case, the parties will endeavour to negotiate a new valid clause that is as close as possible to the invalid clause within the scope of the Contract.

18.3 The Contract shall be construed and be subject to the laws of the Netherlands with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and the Dutch law rules on the conflict-of-laws.

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