

## 1. Scope of Application

**1.1** The provision of services (hereinafter referred to as "Services") and the sale of technical equipment (hereinafter referred to as "Goods") shall, unless individual agreements have been made in advance, be governed exclusively by these terms and conditions. Once accepted by the Customer, these terms and conditions shall also apply to all future contracts concluded with the Customer.

**1.2** The Customer's general terms and conditions shall apply only if and insofar as BASF has expressly agreed to them in writing with explicit reference. Any reference by the Customer to its general terms and conditions is hereby expressly rejected.

**1.3** Any mere reference by BASF to a letter from the Customer that contains or refers to the Customer's general terms and conditions shall not constitute consent to their applicability. Such terms shall also not apply if BASF performs delivery or services with knowledge of conflicting or deviating general terms and conditions of the Customer.

## 2. Offer and Acceptance

**2.1** Offers made by BASF are non-binding if they are issued subject to confirmation, without obligation, or on the basis of estimates.

**2.2** A contract is concluded by the Customer's order and BASF's declaration of acceptance. If the acceptance deviates from the order, it shall be deemed a new offer by BASF.

## 3. Product Characteristics and Description of Services

**3.1** The characteristics of the Goods and the Services shall be determined exclusively by the agreed specifications. Any subjective or objective requirements exceeding the agreed specifications are excluded.

**3.2** Any changes and/or additions to the characteristics of the Goods or to the scope of Services after conclusion of the contract must be agreed in writing.

**3.3** The basis for the provision of Services shall be the technical rules and BASF regulations applicable at the site. Any deviations therefrom shall also require a written agreement.

**3.4** The provision of Services by BASF shall not result in BASF assuming operator obligations for the Customer's operational facilities.

**3.5** BASF employees shall not be subject to technical instructions from the Customer when providing Services.

BASF may subcontract third parties to perform the contractually agreed Services in whole or in part.

## 4. Advice and Information

All information and advice regarding the Goods and/or Services are provided by BASF carefully and to the best of its knowledge. Information and advice provided by BASF regarding the suitability and application of the Goods and Services do not release the Customer from conducting its own examinations and tests for the respective individual purposes. The Customer alone is responsible for compliance with statutory and regulatory requirements addressed to the Customer in connection with the use of the Goods and the implementation of the Services.

## 5. Deadlines and Dates

**5.1** Deadlines and dates indicated by BASF are approximate and non-binding unless a binding deadline or date has been expressly agreed.

**5.2** If prioritization of commissioned Services is required due to capacity constraints, BASF shall determine such prioritization at its reasonable discretion, giving due consideration to (i) the impact any disruption may have on the Customer's production operations and (ii) the legitimate interests of the Customer, BASF, and other service recipients. BASF shall prioritize solely on the basis of these criteria.

**5.3** On-site assignments shall be planned in coordination with the Customer and shall commence once BASF employees are present on site. Waiting times shall be charged to the Customer unless BASF is responsible for them. Costs arising from short-notice cancellations (less than 24 hours before the agreed Service) may be charged to the Customer if the resources could not be otherwise utilized.

## 6. Prices

**6.1** Unless otherwise agreed, prices for Goods are net prices ex works, excluding packaging and any applicable taxes, duties, or levies. Prices for Services relate to performance at the designated location and likewise exclude any applicable taxes, duties, or levies.

**6.2** If, during performance of the contract, it becomes apparent that the Goods and/or Services cannot be manufactured, delivered, or provided as agreed or can only be so with significantly changed technical and/or personnel effort, BASF shall inform the Customer without undue delay. The parties may then decide whether, to what extent, and at what cost the contract shall be continued.

**6.3** Unless otherwise agreed, BASF shall invoice the

Customer for any travel and accommodation expenses incurred in connection with the provision of Services.

## 7. Service Performance at the Customer's Premises

**7.1** The Customer shall ensure that agreed Services can be performed without disruption if the place of performance is at the Customer's premises. The Customer shall inform BASF of the access and safety rules applicable at its site.

**7.2** The Customer shall provide BASF with special work clothing and tools required for its operations insofar as these are necessary for the provision of the Services.

## 8. Default in Payment

**8.1** Payments shall be due within fourteen (14) days of receipt of the invoice by the Customer. In the event of default, BASF shall be entitled to charge default interest at a rate of nine (9) percentage points above the base interest rate. The assertion of further damages, higher interest, or statutory claims for damages remains reserved.

**8.2** In the event of default under agreed advance, partial, or installment payments, BASF shall be entitled to plead the defense of non-performance and to suspend further performance until full payment has been received. In addition, BASF may terminate the contract unilaterally by written notice if payment is not received within ten (10) days after the commencement of default. In such case, the Customer shall reimburse BASF for all costs incurred plus the calculated risk and profit margin. Statutory claims for damages remain unaffected.

## 9. Buyer's Rights in Case of Defects

**9.1** Defects detectable during inspection or any legally required incoming goods inspection within the Customer's area of responsibility must be notified to BASF without undue delay, but no later than ten (10) days after delivery; other defects must be notified without undue delay, but no later than ten (10) days after discovery. Notification must be made in writing and must precisely describe the defective condition and its extent.

**9.2** The Customer shall provide BASF with meaningful evidence to verify the defect claim and shall grant BASF the opportunity to obtain an accurate understanding of the alleged defect.

**9.3** If the Goods are defective and the Customer has duly notified BASF in accordance with Clause 9.1, and provided that the defect was not known to the Customer upon delivery, the Customer shall be entitled to the statutory rights subject to the following provisions:

a) BASF shall, at its discretion, either remedy the defect or deliver defect-free Goods (subsequent

performance).

- b) BASF reserves the right to two attempts at subsequent performance. If subsequent performance fails or is dispensable under statutory law, the Customer may withdraw from the contract in the event of a material breach or declare a reduction in price.
- c) Claims for damages and reimbursement of futile expenses shall be governed by Clause 10.

**9.4** If result-oriented Services are defective and the Customer has duly notified BASF in accordance with Clause 9.1, and provided that the defect was not known upon acceptance and statutory defect claims exist, the following shall apply:

- a) BASF shall be entitled to remedy the defect or to re-perform the Services at its discretion.
- b) If subsequent performance fails or is dispensable under statutory law, the Customer may withdraw from the contract in the event of a material breach or declare a reduction in price.
- c) Claims for damages and reimbursement of futile expenses shall be governed by Clause 10.

**9.5** Defect claims shall not exist for damages and consequences thereof resulting from improper modifications made by the Customer without coordination with BASF, or from defective documents, materials, or information provided by the Customer. BASF also provides no warranty for the functionality or performance of technologies where the Customer is the technology provider or owner.

**9.6** The limitation period for defect claims shall be one (1) year. The period shall commence upon delivery of the Goods or acceptance of result-oriented Services. For non-result-oriented Services, the period shall commence upon complete performance. Statutory limitation periods shall apply instead in the following cases:

- a) claims in relation to a building or in relation to a thing that has been used for a building and has resulted in the defectiveness of the building (Sec. 438 (1) No. 2 BGB);
- b) if the defect consists in a right in rem of a third party or a right registered in the land register (Sec. 438 (1) No. 1 BGB);
- c) in cases of special statutory regulations of the limitation period (e.g. Sec. 444, 445 b BGB);
- d) in cases of wilful misconduct and gross negligence;
- e) In the cases listed in item 10.2 lit. a) - d).

## 10. Liability

**10.1** BASF shall be generally liable for damages in accordance with the applicable law. For culpable damages BASF shall be liable – irrespective of the legal grounds – in cases of wilful misconduct and gross negligence. In the event of a simple negligent violation of fundamental

contractual obligations (obligations which are of a crucial nature for the performance of the contract and the observance of which the contractual partner regularly relies and may rely on), however, BASF's liability shall be limited to compensation for typical, foreseeable losses. In the event of a simple negligent violation of non-fundamental contractual obligations, BASF shall not be liable.

**10.2** The limitations of liability according to item 10.1 shall not apply

- a) to damages due to injuries to life, body or health caused by negligence on the part of BASF or wilful misconduct or negligence of a legal representative or vicarious agent of BASF;
- b) in cases of malicious behaviour on the part of BASF;
- c) in cases which fall under a quality guarantee rendered by BASF;
- d) to claims of the Buyer under the law on product liability.

**10.3** Any limitation or exclusion of liability shall also apply to BASF's employees, representatives, and vicarious agents.

#### **11. Set-off**

The Customer may only offset claims against BASF with undisputed or legally established counterclaims arising in connection with the contractually relevant sale.

#### **12. Securities**

If there are justified doubts regarding the Customer's solvency, in particular in the event of payment arrears, BASF may, without prejudice to further claims, make deliveries and Services conditional upon advance payment or the provision of other security.

#### **13. Retention of Title and Intellectual Property Rights**

**13.1** The Goods and the work results of BASF's Services shall remain the property of BASF until full payment of all claims arising from the business relationship with the Customer has been received (retained goods).

**13.2** BASF retains copyright and other industrial property rights to plans, drawings, and other documents provided to the Customer in connection with contract performance. Unless otherwise agreed, the Customer shall receive a non-exclusive right of use. Such materials may be used solely for contractual purposes and may not be disclosed to third parties. Documents provided during the offer phase must be returned to BASF upon request if no contract is concluded.

**13.3** The retained goods may neither be pledged nor transferred as security to third parties.

#### **14. Force Majeure**

If events or circumstances beyond BASF's control and which cannot be prevented by BASF (such as natural events, war, labor disputes, discovery of explosive ordnance, shortages of raw materials or energy, transport disruptions, fire or explosion damage, mandatory governmental or legal regulations), as well as all other cases of force majeure – including those occurring at BASF's suppliers, upstream suppliers, or subcontractors – impede the performance of contractual obligations, BASF shall be released from its obligations for the duration and extent of such impediment. If such events last longer than three (3) months, either party may terminate the contract by written notice.

#### **15. Place of Payment**

Regardless of the place of delivery of the Goods or documents or the place of performance of Services, the place of performance for the Customer's payment obligation shall be BASF's registered office.

#### **16. Receipt of Declarations**

Notices and other declarations to be made to a party shall become effective upon receipt in writing by that party. Where a statutory or agreed deadline applies, the declaration must be received within the deadline.

#### **17. Third-Party Intellectual Property Rights**

**17.1** If the Customer provides BASF with documents such as plans, calculations, or documentation, the Customer shall ensure that no third-party intellectual property rights are infringed. The Customer shall indemnify BASF against all third-party claims arising from culpable conduct by the Customer. Any license fees or costs incurred in such cases or to avoid infringements shall be borne by the Customer.

**17.2** If registrable intellectual property rights arise in connection with contributions to contract performance, the parties shall coordinate the filing thereof. In such cases, BASF shall be granted at least a non-exclusive right of use on reasonable terms.

#### **18. Confidentiality**

**18.1** BASF and the Customer shall treat all information disclosed by the other party in connection with the performance of this contract ("Confidential Information") as confidential, shall not disclose it to third parties, and shall use it solely for contractual purposes. The receiving party shall, to the extent legally permissible, impose corresponding obligations on its employees.

**18.2** These obligations shall not apply to Confidential Information that the receiving party can prove was publicly known at the time of receipt or became publicly known thereafter without fault of the receiving party, was already

in its possession at the time of disclosure, was lawfully received from a third party without confidentiality obligations, or was independently developed without use of Confidential Information.

**18.3** The receiving party shall take all necessary and appropriate measures to always protect Confidential Information effectively against loss and unauthorized access. This includes, in particular, the creation and maintenance of suitable and necessary access precautions for premises, containers, IT systems, data carriers and other information carriers in or on which confidential information is located, as well as the implementation of appropriate instructions for persons who are authorised to handle confidential information.

**18.4** Upon request by BASF, the Customer shall promptly return or, by agreement, destroy or delete all recorded Confidential Information, including copies, and confirm this in writing upon request. The Customer may retain one set of copies for archival purposes within its legal department.

### **19. Data Protection**

**19.1** If, while performing the contract, BASF provides the Customer with personal data of its employees (hereinafter "Personal Data") or the Customer otherwise obtains knowledge of such Personal Data, the following provisions shall apply. Personal Data disclosed in the manner described above and not processed on behalf of BASF may be processed by the Customer exclusively for the purpose of performing the contract and may not – except where legally permitted – be otherwise processed, in particular disclosed to third parties and/or analyzed for the Customer's own purposes and/or used for profiling. The Customer may further process the Personal Data, in particular transfer it to its affiliated companies for the purpose of performing the respective contract, insofar as this is legally permissible. The Customer shall ensure that the Personal Data is made accessible only to those of its employees who are involved in the performance of the respective contract and only to the extent necessary for such performance (need-to-know principle). The Customer shall organize its internal operations in such a manner as to comply with the requirements of applicable data protection law, in particular by implementing appropriate technical and organizational measures to adequately protect the Personal Data against misuse and loss. The Customer shall acquire no rights to the Personal Data and shall, under the statutory requirements, be obliged at all times to rectify, erase and/or restrict the processing of the Personal Data. Any rights of retention with respect to Personal Data are excluded. In addition to its statutory obligations, the Customer shall inform

BASF without undue delay, and in any event no later than twenty-four (24) hours, of any breach of the protection of Personal Data, in particular in the event of loss. Upon termination of the respective contract, the Customer shall delete the Personal Data, including all copies made thereof, in accordance with statutory requirements.

**19.2** Information on data protection at BASF is available at [www.basf.com/datenschutz-eu](http://www.basf.com/datenschutz-eu).

### **20. Place of Jurisdiction**

The place of jurisdiction shall be BASF's registered office or, at BASF's discretion, the Customer's general place of jurisdiction.

### **21. Applicable Law**

The contractual relationship shall be governed by the law applicable at BASF's registered office, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **22. Contract Language**

If these terms and conditions are provided to the Customer in a language other than the language of the contract, this shall be for convenience only. In the event of discrepancies in interpretation, the version in the contract language shall prevail.

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