

GENERAL TERMS for purchase of GOODS AND WORKS

1. The Contract – governing law etc

1.1 The Buyer's Purchase Order ("PO") together with these General Terms ("GTC") constitute the entire agreement between the parties ("the Contract") related to the Works. No other terms (for instance printed on Supplier's order confirmation or invoices) shall apply. In case of evident conflict, the PO takes precedence over the GTC.

1.2 In addition to the above, the following definitions shall apply to the GTC; "Contract Price": the lump sum (in the PO), or the estimated aggregate amount payable for completion of the Works in case of unit rates; "Works": all services and other deliverables to be delivered or performed according to the Contract; "Defect": any noncompliance with the requirements of the Contract in relation to the Works; "Prohibited Person" means any person or any person that acts on behalf of any person that has been determined to be the subject of a prohibition in, or sanctioned under, any Sanctions; Sanctions means all (i) economic, trade or financial sanctions or embargoes (including both primary and secondary sanctions measures), export controls, or similar laws, regulations, decrees, orders, or ordinances in force from time to time (in particular without limitation legislation, orders, or regulations of the European Union, any of its member states, the United Kingdom and the United States of America), or (ii) decisions, orders, injunctions or judgments of competent courts or authorities including without limitation courts or authorities of the European Union, any of its member states, the United Kingdom and the United States of America;

1.3 The Contract shall be governed by the laws of the country of the Buyer's site where the Works shall be delivered (the Site). The courts applicable for the Site shall have exclusive jurisdiction over all disputes related to the Contract.

1.4 Supplier may not assign the Contract without the prior written consent of Buyer, such consent not to be unreasonably withheld.

2. Confidentiality – work environment

2.1 All information submitted to or acquired by the other party in relation to the Works, shall be deemed as confidential unless it is clearly not of a confidential nature. Confidential information shall be protected and shall not be disclosed to any third party or obtained or used for any purpose other than the performance of this Contract. However Buyer may use or submit such information to its subcontractors for service or maintenance.

2.2 Supplier will observe all Site regulations. Supplier will enforce Buyer' policy that use or possession of alcoholic beverages or unauthorized drugs on the Site is strictly prohibited.

3. The Works

3.1 The Works shall be executed in a prudent, professional and safe manner in accordance with prudent petrochemical practices, applicable law, all applicable guidelines, procedures and instructions by Buyer, including health safety and security regulations at Site.

3.2 The Works shall be of sound quality, free from Defects and fit for the purpose in accordance with the Contract. The Works comply with all applicable laws and regulations and shall be fit for the purpose in accordance with the Contract. The Works shall not infringe any IPR and be free from all liens and claims of third parties.

3.3 To the extent applicable to the deliveries, Supplier shall comply with all requirements of CBAM, including, but not limited to the requirements set out by the document "Guidance document on CBAM implementation for installation operators outside the EU".

CBAM means the Carbon Border Adjustment Mechanism established by the European Union (see https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism_en).

Supplier shall provide Buyer with all relevant data that are necessary for Buyer to be compliant with CBAM. This includes, without limitation, the custom tariff number, details regarding the origin of Goods and the total emissions associated with the production of all Goods that are supplied to Buyer and that fall within the scope of CBAM. For calculating and communicating the emissions to Buyer, Supplier shall use the Excel template for emission calculations called "CBAM communication template for installations" in its currently applicable version.

Buyer reserves the right to request additional documentation or verification of the data supplied, provided that such additional information is required for Buyer's CBAM compliance.

Supplier represents and warrants the accuracy and completeness of all CBAM data provided to Buyer. Supplier shall indemnify Buyer from all cost and damages that Buyer may incur in relation to Supplier's non-compliance with CBAM requirements under the contractual Works.

4. Subcontracting

4.1 Irrespective of Buyer' prior consent, any subcontracting shall be at Supplier's sole risks and costs and shall not relieve Supplier of any of its risks, obligations or liabilities under the Contract.

4.2 Supplier is responsible for the due compliance by its subcontractors with all applicable laws, regulations and tariff agreements, with a particular attention to those relating to health, safety, environment, and prevention of illegal work and tax evasion. To ensure that subcontractors' personnel of the Supplier entering Buyer's premises comply with the obligations under all applicable laws, including without limitation all applicable employment, health and safety, social security and tax laws, Buyer will pursue social compliance site access checks. Supplier agrees that the cost for these checks amounting to Euro 60 (sixty) per subcontractor person are charged back to the Supplier.

5. Progress of the Works - delays

5.1 The goods shall be delivered DDP Incoterms 2020, at the place of delivery and on the Delivery Date specified in the PO. Title passes to the Buyer upon full payment of the Contract Price.

5.2 If at any time Supplier is not making sufficient progress to meet the time schedule and or the Delivery Date, it shall immediately notify Buyer in writing. Supplier shall as soon as possible thereafter inform Buyer about:

- a) the reason for and the duration of the delay, and
 - b) the measures necessary to comply with the Delivery Date.
- Supplier shall, at no cost for Buyer, immediately effect all such measures

5.3 If Supplier's measures (clause 5.2) are not sufficient, Buyer may undertake all necessary and reasonable measures at Supplier's cost, including termination of the Contract.

5.4 If the delivery of the Works is delayed beyond the Delivery Date, for reasons for which Buyer is not responsible, Supplier shall pay liquidated damages to Buyer at a rate of 0,35% of the Contract Price per calendar day of delay. Except in case of gross negligence or wilful misconduct, Supplier's aggregate liability for the liquidated damages under this Clause is limited to 15% of the Contract Price.

5.5 Except in case of gross negligence or wilful misconduct, and except for the measures mentioned in Clause 5.2, the obligation to pay liquidated damages is Supplier's only liability for damages incurred by Buyer due to delay of delivery.

6. Testing, inspection, documentation, and acceptance

6.1 Supplier shall perform such tests and inspections as are necessary to verify the quality of the Works and/or as specified in the PO, and shall in good time invite Buyer to be present. Buyer has the right, but not the obligation, to inspect the Works upon reasonable notice..

6.2 Supplier shall as part of the Works deliver all documentation specified in the PO and/or as required by regulations and/or as is customary in the relevant trade.

6.3 Upon completion of the Works, including compliance with testing and document requirements, the Works shall be accepted by Buyer who shall confirm this acceptance in writing.

7. Defects

7.1 Upon detection of a Defect the other party shall be notified promptly. Supplier shall then consult with Buyer as to how to remedy the situation: Buyer may exercise the following contractual remedies:

- a) require the Supplier to promptly remedy the Defect at Supplier's expense; or
- b) reject such goods and direct Supplier to properly dispose of such goods; or
- c) obtain non defective replacement goods from Supplier; or
- d) if necessary, purchase similar goods from another vendor; or
- e) terminate the Contract and get reimbursement of any part of the Contract Price paid, and
- f) obtain compensation for the direct loss or damage caused by the Defect, in combination with any of the above remedies (a – e).

7.2 If Supplier fails to remedy any Defect within a reasonable time, Buyer may fix a reasonable final date by which Supplier must make good the Defect. If Supplier fails to remedy by such date, Buyer may have necessary remedial actions performed. In such a case:

- Supplier shall immediately make available all documents required by Buyer in order to make good the Defect; and
- the reasonable direct and documented costs incurred by Buyer shall be recoverable from Supplier.

7.3 The defects liability period for the Works starts on the date of the acceptance (clause 6.3) and shall continue for a period of twenty four (24) months thereafter. However, for Works re-performed or modified as a consequence of a Defect, the defects liability period shall start from the date of acceptance by Buyer of the rectification of the Defect.

7.4 Receipt, inspection, or payment by Buyer shall not be deemed as an acceptance of the Works as non-defective. Supplier warrants the goods as non-defective for a period 24 months from delivery. This does not apply to Defects caused by normal wear and tear or Buyer's negligence.

8. Changes

8.1 Buyer may request changes to the Works. Supplier must advise Buyer in writing of the effect on the Contract Price and on the Completion Date within a week after receipt of such request. Supplier shall not implement the change until receipt of Buyer' written confirmation to proceed.

8.2 In case the parties disagree on the effects of a change, the Supplier shall nevertheless proceed with the change if so instructed by Buyer, and may then refer the dispute to settlement under clause 1.2. If legal proceedings are not initiated within 60 days after the instruction to proceed, the Supplier shall be deemed to have accepted Buyer' position in the dispute.

9. Compensation and payment

9.1 Unless otherwise provided in the PO, the Contract Price shall include all expenses in connection with the Works, including packaging, transport, insurance, and any taxes, except VAT. Upon Buyer's request, the invoices shall specify the various expenses, except those included in agreed lump sums. The invoice shall be supported by relevant documentation (including CBAM documentation to the extent applicable to the deliveries).

Unless otherwise provided in the PO, payments shall be made 90 days, end of the month plus two business days, after receipt of the invoice and acceptance of the Works by Buyer. If Buyer is obliged to pay any taxes and/or duties (except value added tax) in connection with the performance of Supplier, such amounts shall be deducted from the agreed Price

10. Termination

10.1 Without prejudice to its other remedies, a party may terminate the Contract by written notice in case the other party becomes insolvent, bankrupt or makes an assignment for the benefit of its creditors. The same applies if the other party is in material breach of its obligations hereunder. Buyer may likewise terminate the Contract if Supplier does not comply with the Completion Date and the maximum liquidated has become applicable.

10.2 Buyer may, at its sole discretion, by written notice, terminate the Contract for convenience. Upon such termination Buyer shall, in addition to the fees for the Works delivered, compensate the Supplier for all direct expenses caused by the termination.

11. Limitation of liability – Force Majeure - insurance

11.1 Except in the case of gross negligence or wilful misconduct or breach of confidentiality obligations, neither party shall be liable to the other for any indirect or consequential damage, including loss of products, loss of profit or business.

11.2 A party's obligations shall be suspended to the extent that, by no fault of such party, the performance of its obligations is prevented by circumstances that could not have been foreseen and prevented or overcome by reasonable means (Force Majeure). In case of Force Majeure preventing execution of the Works for a period longer 6 months in total, Buyer has the option to terminate the Contract.

11.3 During possible work on Site (such as installation and maintenance), Supplier shall keep adequate insurance for its personnel, equipment and potential liability. Supplier shall keep the Works adequately insured until transfer of title to Buyer. Upon Buyer's request Supplier shall evidence the existence of such insurances.

12. Ethics and Compliance

12.1 The Parties will conduct business with each other in accordance with the Borealis Ethics and Integrity Policy and the Borealis Code of Conduct, available at: [Ethics and Compliance - Commitments - About Borealis - Borealis](#)

12.2 The Supplier represents and warrants on the date of this Contract and [the date of delivery/ in case of a frame contract: each date of delivery]:

- a) neither the Supplier nor any of its affiliates (nor any of their respective directors, officers or employees) is a Prohibited Person;
- b) with respect to the rights, obligations, and transactions under this Contract, neither the Supplier nor any of its affiliates is (i) doing business with persons or entities that are Prohibited Persons; and/or (ii) engaging in, supporting, or facilitating transactions or activities that violate Sanctions or could expose the Buyer to adverse consequences under Sanctions;
- c) the Works sold under this Contract does not originate from countries or regions that are restricted under Sanctions or a Prohibited Person, where such transaction would cause Buyer to violate Sanctions or risk exposure to adverse consequences under Sanctions;
- d) the Supplier and/or engaged subcontractor have not been the subject of any threatened or actual investigation, inquiry or litigation, administrative or enforcement proceedings by any governmental entity regarding any offence or alleged offence under any Sanctions;
- e) it will ensure that:
 - i. no person that is a Prohibited Person will have any legal or beneficial interest in this Contract or any transaction or activity carried out hereunder; and
 - ii. it will not transfer any revenue or benefit derived from any activity or dealing in relation to this Contract to a Prohibited Person and/or use any revenue or benefit derived from any activity or dealing in relation to this Contract for any activity that is subject to Sanctions, in either case where such interest or activity would cause the Buyer to violate Sanctions or risk exposure to adverse consequences under Sanctions;
- f) it will implement and maintain appropriate safeguards designed to prevent any action that would be contrary to this clause;
- g) it will maintain for a period of seven (7) years after the final delivery of the Works all business records related to this Contract and any transaction contemplated hereunder, which shall include at a minimum all information on the supply chain of the Works in relation to any delivery hereunder along with supporting documentation to assure compliance with Sanctions. Upon request the Supplier shall provide evidence on the title and supply chain of the Works outlining any purchases and transfers from the original seller to the Supplier and any legal predecessor of the Supplier. In addition, the Buyer shall have a right, to audit compliance with this clause and Supplier shall take reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this clause;
- h) commits to include in any contract with a subcontractor the same obligations and warrants to ensure that the subcontractor complies with the obligations under this clause;

Subject to and without limiting the representations made in this clause should any transaction, delivery or activity in relation to this Contract be within the scope of Sanctions imposed by the United States of America, the transaction or activity shall not involve payments made in US dollar currency or otherwise involve US Persons or non-US Persons owned or controlled by US Persons as necessary to comply with US Sanctions.

Where the Buyer is of the opinion that performance of an obligation under this Contract or any performance of contractual obligations hereunder would constitute a violation of, be inconsistent with, or expose the Buyer to the risk of punitive measures under Sanctions the Buyer shall be entitled to suspend performance of its obligations (including payment) under this Contract immediately until such time as it becomes able to resume performance lawfully and without risk of punitive measures.

In the event of a breach of any Sanctions, Buyer shall be entitled to immediately terminate this Contract without any liability and cost and Supplier shall fully indemnify (on an after-tax basis), protect, defend and hold harmless each of the Buyer and its affiliates, officers, directors, agents and employees from and against any and all claims, losses and liabilities attributable to any such breach.

12.3 Notwithstanding any other provisions hereunder, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 as amended shall apply and be adhered to by both parties. Each party shall use, and ensure that its respective subcontractors use, all personal data of the disclosing party exclusively for the purposes of performing the Contract. The disclosing party confirms that it is authorized to provide the receiving party with personal data.

12.4 At all times, Supplier shall (and shall procure and warrant that any of its authorised subcontractor or sub-supplier shall):

- (i) fully comply with its obligations under all applicable laws, including without limitation all applicable employment, health and safety, social security and tax laws;
- (ii) duly pay all social security charges, taxes, duties, levies, contributions or related charges (and any interest or penalties thereon) related to its personnel and compensate its personnel not less than with the minimum wages prescribed by law or collective agreement and;
- (iii) obtain all necessary permits, authorizations and registrations in connection with the execution of the Agreement.

Supplier undertakes to keep all documents proving the fulfilment of the requirements set out in this Clause for not less than the duration of the Contract and Supplier further undertakes to communicate any relevant document to Buyer upon Buyer's request for compliance verification purposes. In the event of non-compliance by Supplier (or by any of its authorised subcontractor or sub-supplier) of any of the provisions set out in this Clause, Supplier shall undertake immediately all necessary remedial actions and keep Buyer informed on all steps taken. Buyer shall be entitled to immediately terminate the Contract, with no liability. Furthermore, Supplier shall indemnify and hold harmless Buyer from and against any loss, cost or damage resulting therefrom.

13. Intellectual Property Rights (IPR)

13.1 The Supplier warrants that the Works performed or delivered and the use of the Works by Buyer are free of any infringement of any third party IPR. Contractor shall compensate Buyer for any damages and costs related to any claims from third parties for alleged infringement of third party IPR.

13.2 Documents and computer programs provided by Buyer to Supplier, or documents and computer programs that are developed on the basis of such documents and computer programs shall be and remain the exclusive property of Buyer. Supplier shall only use these documents, computer programs or copies for the purpose of the Works.

13.3 All other documents, computer programs and copies developed by Supplier in connection with the Works shall be Supplier's property. Buyer may use these documents, computer programs and copies for the service or maintenance of the Works or the Plant without restriction.

14. Artificial Intelligence

14.1 Storage or use of any Buyer proprietary or confidential information in an open system is not allowed. Buyer is allowed to use the service materials/deliverables within Buyer's own models and tools that are in a closed system, i.e. an environment where system access is controlled by Buyer and where Buyer is responsible for the content of records and data stored in the system.

14.2 Without Buyer's prior written consent, Supplier will not and shall ensure that its that any of its authorised subcontractor or sub-supplier shall not (i) use any artificial intelligence ("AI") software, tools or technologies including, without limitation, natural language processing, deep learning algorithms, machine learning models or other generative AI in the performance of the works under the Contract or (ii) use AI to analyze, process or store any Buyer proprietary or confidential information.

14.3 Supplier warrants and represents that the Works and service materials/ deliverables are or will be of independent, original efforts by the Supplier and its subcontractors and can be attributed to human authors and that Supplier has obtained all necessary rights to ensure full use by Buyer of the service materials/deliverables.

14.4 If the Works also relates to an IT application, Supplier shall not discontinue or modify the IT application or any component thereof without Buyer's prior written approval.