

General Terms and Conditions of Sale of Sasol Germany GmbH (hereinafter referred to as Sasol GTC)

1. Scope of application, contracting parties

These General Terms and Conditions of Sale of Sasol Germany GmbH (hereinafter referred to as Sasol GTC) apply to all contracts concluded between companies within the meaning of Section 14 of the German Civil Code (hereinafter referred to as Customer) and Sasol Germany GmbH (hereinafter referred to as Sasol).

2. Conclusion of the contract, legal basis

- 2.1 Offers or product presentations by Sasol, irrespective of whether they are made on the customer's own initiative or in response to a customer enquiry, constitute an invitation to the customer to make an offer to Sasol by placing an order, which Sasol can accept accordingly by means of a written order confirmation, but is not obliged to do so. The contract shall only be concluded when Sasol accepts the customer order (which legally constitutes an offer to Sasol) by written order confirmation.
- 2.2 Sasol sales representatives are not authorised to conclude contracts with customers on behalf of Sasol. The authority to conclude a contract only exists in exceptional cases, namely if the sales representative presents the customer with a written power of attorney issued by Sasol prior to the conclusion of the contract, from which the authority to make and receive legal declarations with effect for and against Sasol results. A sales representative's power of attorney to receive money shall also only exist if such power of attorney is presented to the customer in writing prior to the receipt of money.
- 2.3 All legal declarations by the customer and Sasol, with the exception of consent to an amendment of the Sasol GTC pursuant to section 3, must be made in writing. Verbal subsidiary agreements or subsequent amendments to the contract must also be in writing in order to be effective.
- 2.4 Written form within the meaning of Sasol's GTC is the optional written form pursuant to § 127 para. 2 sentence 1 BGB (German Civil Code). In addition to letter and fax, paperless transmission by download, email or via Sasol's paperless ordering system is therefore also suitable for compliance with the written form if the author of the respective declaration is identifiable.
- 2.5 The content of the contract results from Sasol's order confirmation. These Sasol GTC shall apply to all legal transactions between the customer and Sasol. If the order confirmation and the Sasol GTC contain contradictory provisions, the order confirmation shall prevail. If the order confirmation and the Sasol GTC do not contain any or no conclusive provisions with regard to individual points, the statutory provisions shall apply subordinately or additionally in this respect. The statutory provisions shall also apply in addition where regulatory gaps arise upon conclusion of the contract because the respective subjects of regulation cannot be effectively regulated by contract in deviation from the wording of the law, and are therefore not available to the contracting parties or not available in the chosen manner.
- 2.6 Sasol does not recognise general terms and conditions of the customer that conflict with or deviate from these General Terms and

Conditions of Sale. The customer's general terms and conditions of business shall also not apply if Sasol carries out the delivery without reservation in the knowledge of the customer's general terms and conditions of business. The customer's general terms and conditions shall only become part of the contract if Sasol expressly agrees to their validity in writing in the individual case. The mere reference to a letter from the customer containing or referring to his General Terms and Conditions shall not constitute agreement by Sasol to the validity of those General Terms and Conditions.

3. Amendment of the Sasol GTC

In principle, Sasol is free to amend these Sasol GTC with effect for the future if this amendment is made outside an already existing contractual relationship within the meaning of Clause 2 Para. 1 and the customer is informed in advance of the validity of the amended GTC for future contracts.

4. Delivery

4.1 Scope of delivery

- 4.1.1 Sasol owes the delivery of the agreed contractual goods in the agreed quality and in the agreed quantity. The quality of the goods results exclusively from the order confirmation and the product specifications according to Sasol's data sheets and databases.
- 4.1.2 Subjective and objective requirements of the customer that go beyond the agreed product quality according to paragraph 4.1.1 are legally irrelevant. Relevant "identified uses" for the goods in accordance with the European Chemicals Regulation (REACH Regulation) do not constitute an agreement on a corresponding contractual quality of the goods or on a use required under the contract.
- 4.1.3 The provision of samples and specimens by Sasol does not constitute an agreement on the quality of the contractual goods. Samples and specimens shall only be binding if their characteristics have been agreed in writing as the quality of the goods in accordance with clause 2.4.
- 4.1.4 Accessories or instructions are not owed if these have not been expressly agreed as belonging to the contractual scope of delivery. Any instructions are of a purely informative nature and do not constitute an agreement on a corresponding contractual quality of the goods or on a suitability for use assumed under the contract. A customer-related suitability for use is only owed if such suitability is expressly described in the order confirmation.
- 4.1.5 Sasol shall only assume guarantees with regard to quality and/or durability as well as other information on the contractual goods if and only to the extent that the respective characteristics are expressly designated as "guaranteed" within the scope of the conclusion of the contract.
- 4.1.6 Mere information and advice from Sasol shall not release the customer from its obligation to ensure the suitability of the product for its specific purpose by carrying out tests and inspections.
- 4.1.7 Sasol shall be entitled to fulfil the purchase contract at its own discretion either by delivery from its own production or by delivery of

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purchased products from other manufacturers if and to the extent that the contractually owed product quality is ensured.

4.1.8 Partial deliveries are permissible insofar as they are reasonable for the customer. Any additional provision and/or delivery costs caused by the partial delivery which exceed the contractually agreed costs shall be borne by Sasol if Sasol is responsible for the partial delivery and this is not due to a mere fateful event or force majeure (cf. Clause 11.).

4.1.9 The quantity of the contractual product to be taken as a basis for the contractual invoicing shall be determined by weighing/measuring at the place of departure of the contractual goods. Quantity deviations caused by the evaporation of small quantities between the place of departure of the contractual goods and the transfer of risk of the contractual goods to the customer do not constitute a material defect within the meaning of the law on sales. The customer cannot derive any warranty rights from this. A minimum quantity in the aforementioned sense shall be deemed to be a proportion of up to 0,2% the contractually agreed contractual goods.

4.2 Terms of delivery, transfer of risk

4.2.1 A contractual agreement on the terms of delivery results from the order confirmation. If reference is made in the order confirmation to a delivery condition in accordance with INCOTERMS, these shall apply in the version current at the time of conclusion of the contract.

4.2.2 If no delivery condition has been contractually agreed, the delivery is understood to be FCA, Sasol or delivery warehouse Sasol, which is then also the place of performance. In this case the risk shall pass to the customer "ex ramp", i. e. when the contractual product is made available for loading onto the respective vehicle. In this case, the loading of the contractual product shall be at the risk and expense of the customer.

4.2.3 In cases other than those defined in paragraph 4.2.2, the place of transfer of the risk of loss of or damage to the contract goods from Sasol to the customer (transfer of risk) shall be determined by the specifically agreed terms of delivery.

4.3 Delivery dates and deadlines

4.3.1 Deadlines and dates for deliveries and services stated by Sasol within the scope of the contract initiation and/or in the order confirmation are always approximate and non-binding unless a designation as a fixed date or binding delivery period or binding delivery date has been made expressly and in writing.

4.3.2 If a delivery date or delivery period designated as fixed or binding has been agreed, this shall be deemed to have been complied with if Sasol has performed the act of fulfilment owed in accordance with the agreed terms of delivery by the agreed time. If Sasol does not fulfil the owed performance in due time without Sasol being grossly at fault, there shall be no default. Likewise, no default shall occur if the timely performance fails due not fulfilled acts of cooperation of the customer. Sasol shall also not be in default if Sasol is responsible for the transportation of the contractual goods to the customer or to a place agreed with the customer as well as related

services and the third party used by Sasol to fulfil such an obligation is late in performing. Sasol shall only have to accept responsibility for such a delay on the part of a third party in relation to the customer if the delay - in the person of the third party - was caused by gross negligence and Sasol itself is at fault in the selection of the commissioned third party.

4.3.3 If a delay has occurred for which Sasol is responsible in accordance with the clause 4.3.2., the customer shall only be entitled to withdraw from the contract if the customer has previously sent Sasol a written reminder for the performance owed, stating a reasonable period of grace, and Sasol has culpably failed to provide the performance within a reasonable period of grace. In the event of an unreasonably short grace period, the excessively short period shall be replaced by a reasonably long period.

5. Duty of cooperation of the customer

5.1 The customer shall provide any documents necessary for the delivery or collection of the contract goods and/or for their unloading at the port, for the collection of containers and/or for the use of the customer's means of transport or packaging and to be provided by the customer without separate request by Sasol in good time so that the execution of the contract can be carried out smoothly and official requirements can be met without delay.

5.2 If the contractual goods are delivered outside the customs territory of the European Union on behalf of the customer, the customer shall be obliged to send the export certificate required for tax purposes to Sasol immediately after receipt. The customer shall ensure that the export certificate is issued accordingly or obtained from the transport person. If this proof is not provided, the customer shall, without prejudice to any further rights of Sasol, pay to Sasol the VAT rate applicable to the delivery plus a handling fee of 100euros.

5.3 If the provision of containers or transport units, packaging material or similar by the customer has been agreed, the customer's containers, transport units or materials must be received by Sasol at the agreed location in good time, in perfect condition and suitable for the intended use and free of charge (in case of doubt, in the absence of any other agreement, this shall be the place where the contractual goods are made available for transport). Sasol is not obliged to inspect, clean or repair the items provided by the customer, but is entitled to do so at the customer's expense.

5.4 If delivery terms have been agreed where the customer organises or carries out the transport ex works or Sasol distribution warehouse or has it carried out, the customer must ensure and instruct the contractors or vicarious agents used by him that a specific time slot must be booked in advance. If such a booking is not made or if a booking is made but the booked slot is not adhered to by the customer or its contractors or vicarious agents, Sasol reserves the right to claim damages from the customer due to delays and obstructions of the processes resulting from this in the factory or delivery warehouse or at other customers.

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6. Prices

- 6.1 Unless otherwise agreed in writing between Sasol and the customer, the valid list prices of Sasol shall apply. The prices stated by Sasol in the order confirmation shall apply exclusively to the order in question.
- 6.2 Sasol is entitled to change prices in part or in full at any time with immediate effect for the future.
- 6.3 If a price increase on the part of Sasol results from the development of fixed and/or variable cost components (e. g. wages and other social security contributions, material costs, shortage of materials, processing costs, energy costs, exchange rate fluctuations, etc.), the right to increase the price shall also exist, after informing the customer, in the event that the price increase takes effect between the time of conclusion of the contract and the time of full or partial delivery of the contractual product. In this case, Sasol's prices valid at the time of delivery shall apply.
- 6.4 In the event of a subsequent increase in the prices agreed upon conclusion of the contract of more than 5 % on average in the period between conclusion of the contract and delivery, the customer shall be entitled to withdraw from the contract within 14 days of being informed of the price increase. The withdrawal must be declared to Sasol in writing within this period. The timeliness of the declaration of withdrawal depends on its receipt by Sasol.
- 6.5 In the case of contracts with several delivery dates, the aforementioned clauses shall apply accordingly to individual deliveries that fall after an increase in prices.
- 6.6 All prices are in Euro and exclusive of the respective statutory value added tax and, if applicable, other applicable taxes, duties or charges of any kind levied by a governmental authority on amounts payable by the customer. Unless otherwise agreed in the contract, the prices shall apply in each case to the provision of the contract goods ex works/or ex delivery warehouse of Sasol. Any transport costs and handling charges including any loading equipment, packaging, special vehicles and costs of any necessary load securing as well as transport insurance which may be requested separately by the customer are not included in the prices - unless expressly agreed - but shall be charged additionally and included in the invoice.

7. Terms of payment and securities

- 7.1 Invoices from Sasol are due for payment without deduction within 14 days of the invoice date, unless a different payment period is specified in the order confirmation.
- 7.2 Offsetting with counterclaims of the customer or the retention of payments due to such claims by the customer is only permissible insofar as the counterclaims are undisputed or have been legally established.
- 7.3 The customer shall be in default of payment if the invoice has not been settled within the period specified in paragraph (1.). Default shall commence on the first day after expiry of the deadline. The timeliness of payment shall be determined by the date of receipt at the bank account of Sasol specified in the invoice. The customer

shall also be in default of payment as a result of a payment reminder if such has been sent by Sasol. In this case, default shall occur at the latest upon receipt of the reminder. If the customer defaults on payment, the statutory default interest for commercial transactions shall become due from the time of default.

- 7.4 If the customer does not comply with the terms of payment or if events occur with the customer after conclusion of the contract which make his ability to pay appear objectively doubtful, or if such circumstances which already existed before conclusion of the contract only become known to Sasol subsequently, Sasol shall be entitled, without prejudice to other rights, to make further deliveries from the affected business relationship dependent on advance payments for the duration of the circumstances described, to assert a right of retention and - at Sasol's discretion - also to demand securities and/or to withdraw from the existing contracts after setting a deadline in vain.
- 7.5 Objective doubts about the solvency of the customer exist in particular if a return debit note has been made, cheques or bills of exchange have not been honoured, compulsory enforcement measures have been unsuccessful, the customer has submitted a statement of assets, credit agencies certify insufficient creditworthiness or insolvency proceedings have been applied for against the customer's assets.

8. Retention of title

- 8.1 Simple retention of title: Sasol shall retain title to the delivered goods in any case until the purchase price has been paid in full.
- 8.2 Extended retention of title: If the customer has paid the purchase price for the delivered goods, but further liabilities from the business relationship between Sasol and the customer have not yet been settled or have not been settled in full, Sasol shall furthermore retain title to the delivered goods until these further liabilities have been paid in full.
- 8.3 Processing clause: If the customer processes the goods delivered by Sasol, Sasol shall be deemed to be the manufacturer and shall immediately acquire ownership of the newly created goods. If the processing takes place together with other materials, Sasol shall immediately acquire co-ownership of the new goods in the ratio of the invoice value of the goods delivered by Sasol to that of the other materials.
- 8.4 Joining and mixing clause: If the goods delivered by Sasol are joined or mixed with the customer's goods in such a way that the customer's goods are to be regarded as the main goods, Sasol shall become co-owner of the main goods in the ratio of the invoice value of the goods delivered by Sasol to the invoice value (or in the absence of such to the market value) of the main goods. If acts of cooperation by the customer are required to establish Sasol's co-ownership, the customer shall be obliged to provide these immediately upon first request. The customer shall hold the sole ownership or co-ownership thus created in safe custody for Sasol free of charge.

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- 8.5 Extended reservation of title: The customer is entitled to dispose of the goods owned by Sasol in the ordinary course of business as long as he meets his obligations from the business relationship with Sasol in due time. All claims from the sale of goods to which Sasol has retained title are already assigned by the customer to Sasol at the time of the conclusion of the contract with Sasol; if Sasol has acquired co-ownership in the event of processing, combining or mixing, the assignment shall be made in the ratio of the value of the goods delivered by Sasol subject to retention of title to the value of the goods owned by third parties subject to retention of title. Recognised balance claims from current account agreements are already assigned by the customer to Sasol at the time of the conclusion of the contract with Sasol in the amount of Sasol's then still outstanding claims.
- 8.6 Right to information/disclosure: The customer is obliged, at Sasol's first request, to provide all necessary information about the stock of goods owned (solely or jointly) by Sasol and about the stock of claims assigned to Sasol. In addition, the customer is obliged, at Sasol's request, to mark the goods owned by Sasol as such and to inform his customers of the assignment.
- 8.7 Default in payment: In the event of default in payment by the customer, Sasol shall be entitled, even without withdrawal from the contract and without setting a grace period, to demand at the customer's expense the provisional surrender of the goods owned by Sasol and to revoke the customer's authority to further sell and process the goods subject to retention of title.
- 8.8 Release clause: At the customer's request, Sasol is obliged to release the securities to which Sasol is entitled insofar as the realisable value of the securities exceeds Sasol's outstanding claims by more than 10 %. In doing so, Sasol has the right to select the securities to be released.
- 9. Warranty**
- 9.1 A defect from which the customer's warranty rights may arise shall only be deemed to exist if the contractual goods do not correspond to the contractual goods owed in accordance with clause 4.1.1.
- 9.2 If the defect in the contractual goods is externally recognisable, the customer is obliged to inform Sasol - and due to § 438 of the German Commercial Code (HGB) also any transport company recognisably involved - immediately upon delivery of the contractual goods in text form with a concrete description of the defect found. If the defect is not externally recognisable, the notification shall be sent to Sasol - and in parallel to each transport company recognisably involved for the customer - in compliance with § 438 HGB within 7 days of delivery. After expiry of the deadline, the customer's warranty claims shall lapse, unless the defect could not be detected even when the customer inspected the contractual goods in accordance with § 377 HGB or Sasol can be proven to have acted with intent or fraudulently.
- 9.3 In the event of material defects, Sasol shall first be obliged and entitled to rectify the defect or to make a replacement delivery within a reasonable period of time at its own discretion. In the event of failure, the customer may withdraw from the contract or reduce the purchase price appropriately.
- 9.4 The warranty shall not apply if the customer modifies the delivery item or has it modified by a third party without the prior consent of Sasol and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.
- 9.5 The customer's warranty claims do not include damage caused by unsuitable or improper use, processing or storage by the customer or third parties, normal wear and tear, faulty or negligent handling, consequences of improper modifications or modifications or mixing carried out without the consent of Sasol.
- 10. Liability**
- 10.1 Sasol shall in principle be liable for damages in accordance with the statutory provisions. Sasol shall only be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of a simple negligent breach of material contractual obligations (obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on), Sasol's liability shall, however, be limited to compensation for typical, foreseeable damages; in the event of a simple negligent breach of non-material contractual obligations, Sasol's liability shall be excluded.
- 10.2 The limitations of liability in section 10.1 do not apply
- 10.2.1 in the event of damage resulting from injury to life, body or health due to a negligent breach of duty on the part of Sasol or an intentional or negligent breach of duty on the part of a legal representative or vicarious agent of Sasol,
- 10.2.2 insofar as Sasol has fraudulently concealed a defect,
- 10.2.3 insofar as Sasol has assumed a guarantee for the quality of a product,
- 10.2.4 for claims of the customer under the Product Liability Act.
- 10.3 Sasol shall not be liable in the event of impossibility or delay in the fulfilment of delivery obligations if the impossibility or delay is due to proper compliance with obligations under public law in connection with the European Chemicals Regulation (REACH-VO) initiated by the customer.
- 11. Force majeure**
- 11.1 Neither party shall be liable to the other for any failure (even partial) or delay in the performance of the services under the contract to the extent that such failure or delay is due to war, fire, flood, epidemic, pandemic or quarantine, strike, lockout or other industrial dispute, accident, unforeseeable breakdown of plant or machinery for which it is not responsible, cyber-attacks, riots, by law, order or recommendation of any governmental authority, by an act of nature or by any other unforeseeable event, which is beyond the control of the affected party and which affects the production or transportation of the Product covered by this Agreement or the supply of raw materials and energy necessary for its manufacture.

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Notwithstanding such circumstances, the Customer shall remain obliged to pay for the Contract Product already delivered to it or its agents. If one of the events referred to in this Clause 11.1 has occurred, Sasol shall have the right to provide quantities of Product available for delivery at the time of or for the duration of the event as a partial delivery, unless a partial delivery of this volume is demonstrably useless to the Customer.

- 11.2 Sasol's ability to deliver the contractual product depends on the permanent availability of the necessary raw materials and products from the suppliers as well as the permanent availability of the energy supply. In the event that these raw materials, products and the energy supply are not available at all times or are not available in sufficient quantities at all times without Sasol being responsible for this, Sasol shall be entitled to deliver the product to its customers on a pro rata basis in accordance with its then only temporary or pro rata availability within the framework of a careful weighing of interests and to allocate the product to itself for its own use.
- 11.3 Insofar as events of the type described in section 11.1 unreasonably impede the delivery or performance or if the impediment caused by the event is not only of temporary duration, Sasol shall be entitled to withdraw from the contract and shall in that case be released from the delivery obligation. An unreasonable impediment may also be an increase in the procurement and production costs for the contractual product by more than 20 % in relation to the procurement and production costs at the time of conclusion of the contract. In the case of events of temporary duration, binding delivery or performance deadlines shall be extended or postponed by the period of the impediment plus a reasonable start-up period of six weeks. A period of no more than eight weeks shall be deemed to be temporary. In such cases, the customer shall not be entitled to claim damages.

12. Data protection

- 12.1 The Parties acknowledge that personal data (as defined in applicable data protection laws) may be generated or otherwise processed in the conclusion and performance of this Agreement.
- 12.2 All personal data contained in, generated or processed due to the conclusion of this Agreement shall be processed in accordance with applicable data protection laws, including but not limited to, the General Data Protection Regulation and German Data Protection Act (Bundesdatenschutzgesetz).
- 12.3 Depending on the nature of and scope of the processing by the Customer, the Customer may be deemed either an independent controller, or a processor as defined in applicable data protection laws. Where Customer acts as a processor, it may process personal data only in the manner and for the purposes documented in this Agreement, alternatively on reasonable, specific documented instructions from Sasol or as needed to comply with applicable data protection laws.
- 12.4 The Parties warrant that they:
- 12.4.1 have implemented measures to ensure the processing of personal data in accordance with applicable data protection laws; and

12.4.2 have implemented all appropriate technical and organisational security measures to protect personal data against accidental, unlawful, or unauthorised destruction, loss, alteration, disclosure, or access (including remote access).

13. Contractual language, applicable law, place of jurisdiction

- 13.1 If the customer is notified of the Sasol GTC in a language other than the language in which the contract is concluded (contract language), this shall only be done to facilitate understanding. In the event of differences in interpretation, the text drawn up in the language of the contract shall apply.
- 13.2 This contract and the entire legal relationship between the contracting parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods.
- 13.3 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract, its initiation, execution and termination shall be Sasol's place of business, Hamburg.
- ### 14. Compliance with legal requirements
- 14.1 The Parties shall comply with all applicable laws and regulations in the performance of the contract, including relevant anti-bribery and anti-corruption provisions ("ABAC laws"), applicable trade, economic or financial sanctions provisions ("Sanctions") and applicable human rights provisions and competition laws.
- 14.2 Each party represents and warrants that it and its affiliates, neither directly nor indirectly through any other person or entity, have made, offered or authorised any payment, gift, promise or other benefit to any employee of the other party or any public official in violation of applicable anti-corruption provisions and will not do so in the future. Each party agrees to maintain adequate internal controls and to keep accurate and complete records evidencing payments due and all transactions under the contract. Either party shall have the right to terminate the contract with immediate effect if there are reasonable grounds to suspect a violation of applicable ABAC laws by the other party. Each party (the "Indemnifying Party") shall indemnify and hold the other party harmless from and against any and all liability, third party claims and losses arising from any alleged or actual breach by the Indemnifying Party of any applicable ABAC laws.
- 14.3 Each Party declares that it is familiar with the relevant Sanctions and confirms that it has implemented and maintains measures and procedures to ensure compliance with its obligations under the applicable Sanctions by it, its respective directors, officers, employees and agents, its subcontractors, suppliers and customers, and its controlled subsidiaries. Neither Party shall be obliged to perform any obligations required by the contract if it would violate, or be inconsistent with, or expose such Party to, punitive measures under laws and regulations applicable to it relating to Sanctions imposed by the European Union, United Kingdom, United States, or United Nations. Either Party shall be entitled, without any liability for damages, to terminate the contract with immediate effect or

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suspend its performance if the performance of the contract is in any way restricted or prohibited by sanctions. To the extent permitted by law, the customer shall ensure that the product is not sold to an entity or person that is subject to sanctions imposed by the United States, United Kingdom, European Union or United Nations, and that the product will not be transported through, and has no destination in, a country that is subject to those sanctions.

- 14.4 Each Party represents that it is familiar with and will ensure compliance with all applicable laws concerning the prohibition of slavery and slavery-like practices including child labour and forced labour, and the infringement of other internationally recognised human rights. Any breach or suspected breach of this representation by a Party (the "Defaulting Party") or by any of its affiliates, contractors, or agents acting on its behalf in connection with the contract entitles the other Party (the "Non-Defaulting Party") on written notice to the Defaulting Party, to suspend its obligations in terms of the contract and/or terminate the contract, with immediate effect, without any liability of the Non-Defaulting Party.

15. Final provision

Should individual provisions of these Sasol GTC be invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable clause shall be replaced - in case of doubt by supplementary interpretation of the contract - by a clause which comes as close as possible to the economic purpose of the invalid or unenforceable clause.