

**1. General**

- 1.1 These General Terms and Conditions of Purchase form part of the contract (hereinafter "Contract") for the supply of goods and/or the provision of works or services (such manufacture, supply, work or service together the "Supply") between Sasol Chemie GmbH & Co. KG ("Sasol") and the supplier (hereinafter "Supplier", together with Sasol the "Parties", each individually the "Party").
- 1.2 Sasol does not recognise general terms and conditions of business of the Supplier which conflict with or deviate from these General Terms and Conditions of Purchase. The Supplier's general terms and conditions shall also not apply if Sasol accepts the delivery without reservation in the knowledge of the Supplier's general terms and conditions. The Supplier'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 Supplier containing or referring to his general terms and conditions does not constitute Sasol's agreement to the validity of those general terms and conditions.
- 1.3 Any oral agreements or promises made by Sasol before, during or after the conclusion of the Contract shall not be legally binding.

**2. Order, Offer and Acceptance**

- 2.1 The Supplier shall prepare quotations and cost estimates based on Sasol's request. The Supplier shall expressly point out any discrepancies between the offer and Sasol's enquiry and show Sasol economically or technically more favourable alternatives, if available.
- 2.2 The preparation of an offer or cost estimate by the Supplier shall be free of charge and shall not create any obligations for Sasol. A cost estimate shall only be remunerated with Sasol's written consent.
- 2.3 The Supplier shall confirm Sasol's order in writing if this does not merely consist of Sasol's acceptance of a prior offer by the Supplier.
- 2.4 The Supplier shall check Sasol's order for errors and/or ambiguities and shall notify Sasol thereof without delay.
- 2.5 Should there be any relevant changes during the performance of the Contract in raw materials, sources of raw materials, manufacturing processes, production equipment or locations involved in the execution of an order, the Supplier shall notify Sasol accordingly. The same applies if any of the aforementioned changes occur between the time the order is placed and the performance of the Contract, in particular in comparison to previous orders by Sasol.

**3. Delivery**

- 3.1 Unless otherwise agreed, delivery shall be made "DAP destination" in accordance with Incoterms 2020. The delivery date specified in the order is binding. If no destination is specified by Sasol, the Supplier shall ask Sasol for the destination before delivery. If acceptance has been agreed, this shall be decisive for the time of transfer of risk. If assembly is necessary for completion of the delivery, the transfer of risk shall only occur upon successful assembly at the place of destination.
- 3.2 Sasol may also request changes to the delivery after conclusion of the Contract if and to the extent that this is reasonable for the Supplier and the mutual scheduling and economic effects resulting from the change are adequately taken into account.
- 3.3 If the Supplier realises that it is unlikely to be able to meet, or has failed to meet, its contractual obligations (e.g. delivery quantity, place of delivery, delivery period, delivery condition, other delivery modalities), it shall notify Sasol without delay.
- 3.4 The acceptance of a delivery not in compliance with the Contract shall not constitute a waiver by Sasol of claims for defects, damages or other rights.
- 3.5 Partial deliveries are only accepted by express agreement.
- 3.6 The place of performance is the destination specified by Sasol.
- 3.7 The Supplier shall implement an effective quality assurance system (ISO 9000 ff. or equivalent) and provide proof thereof to Sasol upon request. Sasol may inspect the Supplier's quality assurance system itself or have it inspected by third parties after giving notice.
- 3.8 The Supplier shall only be entitled to any right of retention insofar as it is based on claims from the same contractual relationship that are undisputed, ready for a decision or legally established.

**4. Packing and Shipping**

- 4.1 The Supplier shall choose the most suitable packaging and shipping method for Sasol and the respective goods to be transported. The goods shall be packaged in such a way as to prevent damage during transport. Where delivery is made ex works, the Supplier

shall choose the most cost-effective shipping method for Sasol. The Supplier shall take back the packaging in accordance with the statutory provisions.

- 4.2 The Supplier shall send Sasol a detailed dispatch note for each individual delivery on the day of dispatch. The Supplier shall enclose the delivery note, packing slip and other necessary documents with the delivery.
- 4.3 The Supplier shall store, pack and ship the delivery in compliance with the applicable laws and product specifications.
- 4.4 The Supplier shall comply with all customs regulations. Sasol shall provide the Supplier with information and documents to assist in this regard upon the Supplier's request.

**5. Defects**

- 5.1 The Supplier warrants that the delivery owed does not have any defects impairing its value or suitability, has the agreed or contractually presupposed quality and is suitable for the contractually presupposed use. The Supplier warrants that the delivery complies at least with the generally recognised rules of technology, the latest regulatory requirements, the Product Safety Act, the applicable safety requirements and the occupational health and safety and accident prevention regulations, and that the persons deployed for the delivery comply with the aforementioned requirements.
- 5.2 Sasol is to inspect the goods promptly after delivery in the ordinary course of business. The obligation to inspect is limited to defects which become apparent during the incoming goods inspection upon external examination, including the delivery documents (e.g. transport damage, wrong and short delivery) or, in the case of larger quantities of the same product type, are recognisable during random sample inspections. If a defect becomes apparent, Sasol must give notice of this in writing within ten (10) calendar days after delivery. Defects that only become apparent at a later date (hidden defect), will be notified by Sasol within ten (10) calendar days upon their discovery.
- 5.3 The Supplier shall bear the expenses of the Supplier required for the purpose of inspection and subsequent performance (including any costs of removal and installation, transport costs as well as inspection costs for determining the defect and the cause of the defect). This shall also apply if it turns out that no defect existed. Any claims for damages by the Supplier arising from an unjustified request to remedy a defect shall remain unaffected. However, Sasol shall only be liable in this respect if Sasol knew, or through gross negligence failed to realise, that no defect existed.
- 5.4 If the Supplier does not fulfil his obligation to remedy the defect within a reasonable period of time, Sasol may, without prejudice to any other statutory claims for defects, remedy the defect itself or have it remedied by a third party at the Supplier's expense, and demand reimbursement of the necessary expenses from the Supplier. Sasol shall also be entitled to this right if the setting of a deadline is dispensable or the rectification of the defect has finally failed.

**6. REACH Regulation**

The Supplier is obliged to comply with all provisions of Regulation (EC) No 1907/2006 (REACH Regulation) that apply to it as a supplier.

**7. Liability and Insurance**

- 7.1 Unless otherwise provided for in the Contract, including these General Terms and Conditions of Purchase, the liability of the Parties shall be governed by the provisions of law.  
The Supplier must take out liability insurance in accordance with industry standards, with a sum insured appropriate for the purposes of the contractual performance, to cover any damage caused by the Supplier or its subcontractors. Proof of the insurance policy and the amount of cover must be provided to Sasol upon request. The Supplier's direct contractual and tortious liability towards Sasol remains unaffected by the taking out of the insurance.

**8. Intellectual Property, Rights of Use**

- 8.1 The Supplier guarantees that the delivery itself and the work results based on the delivery do not infringe any patent rights, copyrights or other industrial property rights of third parties. The Supplier shall indemnify Sasol against all claims of third parties asserted against Sasol due to the infringement of property rights if the infringement is based on a culpable breach of duty by the Supplier.
- 8.2 Sasol shall be entitled to use, exploit, supplement, modify, treat and process the delivery and combine it with other works or objects, as well as to pass it on in both modified and unmodified form.

8.3 If the Supplier creates or develops "works" within the meaning of copyright law (such as databases, materials, presentations, drafts, texts, design proposals, programmes (object and source codes)) or other work results protectable under intellectual property law within the framework of the performance of this Contract, the Supplier shall grant Sasol an irrevocable, exclusive right of use to these work results, unlimited in terms of time, space and content. The transfer of any rights of use shall be compensated with the contractual remuneration.

#### **9. Retention of Title**

- 9.1 The transfer of ownership of the goods to Sasol shall be unconditional and independent of the payment of the purchase price.
- 9.2 Insofar as the Parties have agreed to a retention of title for the delivered goods in a specific case, ownership shall pass to Sasol at the latest upon payment for the goods. Sasol shall be entitled in the ordinary course of business to process, sell or otherwise dispose of the delivered goods even before transfer of ownership.
- 9.3 Any processing, mixing or combination (further processing) of items and materials provided by Sasol by the Supplier shall be carried out for Sasol. The same shall apply in the event of further processing of the delivered goods by Sasol, so that Sasol shall always be deemed to be the manufacturer in accordance with the statutory provisions for obtaining ownership of the subsequent product.

#### **10. Remuneration, Invoice, Terms of Payment**

- 10.1 The remuneration owed is a fixed price, unless expressly agreed otherwise in writing. Fixed prices also include tests, acceptances, documentation and preparation of technical documents, transport, customs and border clearance costs, insurance, expenses, energy costs, raw material costs, third-party costs, travel costs and expenses as well as packaging and delivery "free domicile". Fixed price agreements shall also apply, unless they are expressly designated as non-binding, to cost estimates submitted by the Supplier prior to conclusion of the Contract. Additional costs required for delivery shall be borne by the Supplier.
- 10.2 Prices shall be quoted exclusive of the applicable statutory value added tax (VAT). The applicable VAT shall be shown separately.
- 10.3 Travel expenses are only reimbursable with Sasol's prior written consent.
- 10.4 In the event of price reductions or improvements in conditions by the Supplier between order and delivery, the prices and conditions valid on the day of delivery shall also apply to Sasol. The same shall apply to external services, expenses, disbursements and external costs approved in individual cases.
- 10.5 Unless otherwise agreed, payment shall be made within 60 days of receipt of the invoice.
- 10.6 In the event of a defective or partial delivery, Sasol shall be entitled to withhold payment proportionately in each case without being in default.
- 10.7 In the event of a default in payment by Sasol, Sasol shall owe default interest in the amount of five percentage points above the base interest rate pursuant to Section 247 BGB (German Civil Code).
- 10.8 Payment does not constitute a waiver of warranty rights or rights to damages or an unconditional acceptance of the delivery.
- 10.9 Without Sasol's written consent, the Supplier is not entitled to assign his claims against Sasol or to have them collected by third parties. This shall not apply insofar as the Supplier has granted his supplier an extended retention of title. Section 354a HGB (German Commercial Code) remains unaffected.

#### **11. Documents, Retention Obligations**

- 11.1 Documents of all kinds which Sasol requires for the use, installation, assembly, processing, storage, operation, maintenance, inspection, servicing and repair of the delivery shall be handed over to Sasol by the Supplier in good time and free of charge without being requested to do so. If these are handed over in physical form, the Supplier shall transfer these to Sasol.
- 11.2 All documents created by the Supplier within the scope of the Contract and the data transmitted by Sasol shall be kept by the Supplier for three years after termination of the Contract and shall be made available free of charge upon request by Sasol.
- 11.3 Sasol shall be exclusively entitled to the property rights and copyrights to plans, drawings, photocopies and illustrations, calculations, implementation instructions, product descriptions and other documents which Sasol makes available to the Supplier. These documents shall be surrendered to Sasol after completion of the delivery and deleted at the Supplier's premises unless they are required for future deliveries.

#### **12. Termination**

- 12.1 Each Party shall be entitled to extraordinary termination for good cause.
- 12.2 Good cause for termination shall be given in particular in the following cases:
- (a) Insolvency proceedings have been opened against the assets of the other Party or the opening has been rejected for lack of assets;
  - (b) The other Party has materially breached provisions of the Contract, including these General Terms and Conditions of Purchase, and has not remedied such breach despite a written warning setting a reasonable time limit for remedying the breach;
  - (c) The other Party breaches the duty of confidentiality pursuant to section 14 of these General Terms and Conditions of Purchase;
  - (d) In the cases referred to in clause 18.5 of these General Terms and Conditions of Purchase;
  - (e) The Supplier or a subcontractor engaged by the Supplier breaches the provisions of clause 15 or clause 17 of these General Terms and Conditions of Purchase.

#### **13. Data Protection**

- 13.1 Any personal data generated or processed as a result of entering into the Contract shall be processed in accordance with applicable data protection laws, including but not limited to the General Data Protection Regulation and the Federal Data Protection Act. Depending on the nature and extent of the processing by the Supplier, the Supplier may be considered either an independent controller or a processor within the meaning of the applicable data protection laws. If the Supplier acts as a processor, it may only process personal data in the manner and for the purposes agreed in the Contract, alternatively on reasonable, specific and documented instructions from Sasol or to the extent necessary to comply with applicable data protection laws.
- 13.2 The Parties shall ensure that they:
- (a) have taken measures to ensure the processing of personal data in accordance with applicable data protection laws; and
  - (b) have taken 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).

#### **14. Confidentiality**

- 14.1 The Supplier may only disclose to third parties the business relationship existing with Sasol, e. g. for advertising or information purposes, if this is absolutely necessary for the execution of the Contract or if Sasol has expressly approved this in writing.
- 14.2 The Supplier shall use all written and oral information exchanged under the Contract (in particular, but not limited to: data, materials, know-how, knowledge of a scientific, technical or commercial nature, models, samples, drawings, etc.) only for the purposes of the Contract. The Supplier shall keep this information secret, shall not make it available to third parties without Sasol's prior written consent, and shall take all necessary protective measures (in particular in the areas of physical security, IT security, encryption and data backup) to protect the aforementioned information from loss as well as unauthorised access by third parties.
- 14.3 Where the Supplier is required to disclose information to its employees, subcontractors or other third parties in order to fulfil its contractual obligations, it shall ensure that these are bound by a duty of confidentiality in accordance with the above provisions.
- 14.4 The above duty of confidentiality shall apply from the start of the Contract negotiations until the expiry of three (3) years after the termination of the Contract.
- 14.5 The above duty of confidentiality shall not apply to such information (i) which is or becomes publicly known without this being due to any fault on the part of the Supplier or (ii) which the Supplier is obliged to disclose due to an official or court order.

#### **15. Subcontractors and Supply Chain**

- 15.1 The use of subcontractors by the Supplier requires the prior written consent of Sasol. The granting of consent is at Sasol's discretion.
- 15.2 The Supplier is obliged to ensure that the legal provisions and internationally recognised standards for the protection of the environment and respect for human rights, in particular prohibitions of child and forced labour and discrimination, regulations on minimum wages as well as safety and fundamental rights of workers are complied with throughout the supply chain of the contracted goods. At Sasol's request, the Supplier shall provide evidence of compliance

with these obligations by obtaining and submitting appropriate documents.

15.3 The Supplier undertakes to respect and support compliance with internationally recognised human rights and environmental standards and to prevent any form of forced and/or child labour. Sasol's human rights and environmental expectations, which are set out in the Business and Human Rights Policy (<https://www.sasol.com/esg/social-investment/human-rights>) and the Supplier Code of Conduct (<https://www.sasol.com/suppliers/sasol-supplier-landscape-and-guiding-principles>), will be adhered to by the Supplier and appropriately addressed along the supply chain. Sasol has the right, after prior written notice, to conduct audits to ensure compliance with the aforementioned obligations of the vendor either itself and/or through commissioned third parties. For this purpose, the Supplier shall provide Sasol or the commissioned third party with all necessary data, documents and other information required for the auditing.

15.3 In the event of a reasonable suspicion or evidence of a breach of human rights and environmental due diligence obligations within the meaning of the German Supply Chain Due Diligence Act (LkSG) or the Supplier Code of Conducts, the Supplier shall be obliged, upon written request from Sasol, to take and implement appropriate corrective measures.

#### **16. Occupational Safety and Health**

The Supplier shall comply with all regulations of labour law and occupational health and safety law. Sasol may check the Supplier's compliance with labour law and occupational health and safety law itself or through third parties after giving notice.

#### **17. Compliance with Minimum Wage Provisions**

17.1 The Supplier guarantees that the wage paid to its employees is at least equal to the statutory minimum wage and that it complies with all obligations arising from the German Minimum Wage Act (MiLoG) as amended from time to time, if and to the extent that the MiLoG is applicable.

17.2 The Supplier guarantees not to be excluded from the award of public contracts.

17.3 In the event that the Supplier engages subcontractors for the performance of the Contract, the Supplier shall also oblige these subcontractors in writing to comply with the provisions of the MiLoG, insofar as applicable, and to verify or ensure compliance by means of suitable measures. The Supplier shall indemnify Sasol against all claims asserted against Sasol due to violation of the provisions of the MiLoG or the Employee Posting Act by these subcontractors.

#### **18. Anti-corruption, Sanctions, Human Rights**

18.1 In the performance of the Contract, the Parties shall comply with all applicable regulations on the prevention of bribery and corruption (hereinafter "anti-corruption regulations"), all relevant sanctions and export control regulations (in particular those of the European Union, the Federal Republic of Germany and – where applicable – the United Nations and the United States) (hereinafter "Sanctions") and all applicable human rights regulations.

18.2 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 regulations 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.

18.3 Each Party declares that it is familiar with the relevant Sanctions (including embargo provisions, financial sanctions, trade restrictions and lists of persons, organisations, companies and territories) and confirms that it has implemented and maintains measures and procedures to ensure compliance with its obligations under the applicable Sanctions by itself, its respective directors, employees, agents, subcontractors, suppliers and customers, as well as controlled subsidiaries. Neither Party shall be obliged to perform any obligations required by the Contract if doing so would violate Sanctions applicable to it, be inconsistent with such Sanctions or expose it to punitive measures. The Supplier assures that the goods and any intermediate products used in their manufacture have not been purchased from entities or persons that are subject to sanctions imposed by the United States, United Kingdom, European Union or United Nations.

18.4 Each Party represents and warrants 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 or by any of its affiliates, contractors or agents acting on its behalf in connection with the Contract shall entitle the other Party to terminate the Contract with immediate effect or to suspend its performance.

18.5 Either Party shall be entitled to terminate this Contract with immediate effect or to suspend its performance if the other Party, or any person whose conduct is attributable to the other Party, has breached applicable anti-corruption regulations, Sanctions or human rights regulations, or the obligations and representations set out in clauses 18.1 to 18.4 above, or if there is reasonable suspicion of such a breach. The same shall apply if the performance of the Contract is restricted or prohibited, in whole or in part, by Sanctions.

18.6 If either Party breaches any applicable anti-corruption regulations, Sanctions or human rights regulations, it shall, upon the other Party's first request, fully indemnify the other Party against all claims of any kind brought against the other Party by third parties in connection with such breach, against any regulatory measures taken against it, including fines, and against all damages of any kind incurred by the other Party in connection with such breach. The indemnity obligation shall also include the other Party's reasonable costs of legal defence and legal proceedings (including court and legal fees).

#### **19. Final Provisions**

19.1 Should any provision of the Contract be or become invalid in whole or in part, or should any gap be found in the Contract, this shall not affect the validity of the remaining provisions of the Contract.

19.2 The Contract shall be governed by German law to the exclusion of the provisions of German conflict of laws and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.3 The place of jurisdiction for all disputes arising from or in connection with the Contract is, to the extent permitted by law, Sasol's registered office.