

## 1. General

1.1 These General Terms and Conditions of Purchase form part of the contract (the "**Contract**") for the supply of goods and/or work or services - (such manufacture, supply, work or service together the "**Supply**") between Sasol Germany GmbH ("**Sasol**") and the supplier (the "**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.

## 2. Content of the contract

Any oral agreements or promises made by Sasol before, during or after the conclusion of the contract shall not be legally binding.

## 3. Order, offer and acceptance

3.1 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.

3.2 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.

3.3 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.

3.4 The Supplier shall check Sasol's order for errors and/or ambiguities and shall notify Sasol thereof without delay.

3.5 The supplier shall inform Sasol during the execution of the contract should there be any relevant changes in raw materials, sources of raw materials, manufacturing processes, production equipment or locations involved in the execution of an order. The same obligation exists immediately after Sasol's order should any of the aforementioned changes have occurred, in particular in comparison to previous orders by Sasol.

## 4. Delivery

4.1 Unless otherwise agreed, delivery shall be made "DAP destination" in accordance with Incoterms 2020 and on the delivery date specified in the order. The delivery date 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.

4.2 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.

4.3 If the supplier recognises that he does not comply or will probably not be able to comply with obligations of the contract (e. g. delivery quantity, place of delivery, delivery period, delivery condition, other delivery modalities), he shall inform Sasol of this without delay. The acceptance of such a delivery not in compliance with the contract shall not constitute a waiver by Sasol of claims for defects, damages or other rights.

4.4 Partial deliveries are only accepted by express agreement.

4.5 The place of performance is the destination specified by Sasol.

4.6 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.

4.7 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.

## 5. Packing and shipping

5.1 The supplier shall choose the most suitable packaging and shipping method for Sasol and the respective product to be transported. Insofar as delivery is ex works, the supplier shall choose the most favourable shipping method for Sasol. The supplier shall always ensure that transport damage is avoided by appropriate packaging. The supplier shall take back the packaging in accordance with the statutory provisions.

5.2 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.

5.3 The supplier shall store, pack and ship the delivery in compliance with the applicable laws and product specifications.

5.4 The supplier shall comply with all customs regulations. Sasol shall support the supplier in this respect by providing information and documents at the supplier's request.

## 6. Defects

6.1 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 official regulations, the Product Safety Act, the applicable safety requirements and the occupational health and safety and accident prevention regulations and warrants that the persons deployed for the delivery also comply with the aforementioned requirements.

6.2 Sasol is obliged to inspect the contractual products immediately after receipt of the goods, insofar as this is possible in the specific business transaction. The obligation to inspect is limited to defects

which become apparent during the incoming goods inspection under external examination including the delivery papers (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 working days calendar days after discovery of the defect, unless a different notice period is appropriate in individual cases due to the type and complexity of the specific product and taking into account weekdays and public holidays.

- 6.3 If a defect later becomes apparent which could not be detected by the aforementioned inspection upon receipt of the goods (hidden defect), Sasol shall notify the supplier of the hidden defect immediately upon becoming aware of it, at the latest within ten calendar days, unless a different complaint period is indicated in individual cases due to the type and complexity of the specific product and taking into account weekdays and public holidays.
- 6.4 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 there was actually no defect. Sasol's liability for damages in this respect in the event of an unjustified request to remedy a defect shall remain unaffected. However, Sasol shall only be liable in this respect if it recognised or was grossly negligent in not recognising that there was actually no defect.
- 6.5 If the supplier does not fulfil his obligation to remedy the defect within a reasonable period of time set by Sasol, Sasol may 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, without prejudice to the other statutory claims for defects. 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.

## **7. REACH Regulation**

The supplier is obliged to comply with all regulations of Regulation (EC) No 1907/2006 (REACH Regulation), if and to the extent applicable.

## **8. Liability of Sasol**

- 8.1 Sasol shall only be liable for damages - except in the event of a breach of material contractual obligations (cardinal obligations) - if it, its legal representatives or vicarious agents are guilty of intent or gross negligence.
- 8.2 Except in the event of intent or gross negligence on the part of Sasol, its legal representatives or executives, liability shall be limited to the damage typically foreseeable at the time of conclusion of the contract.
- 8.3 The aforementioned limitations of liability shall also apply to any competing claims in tort, but in no case to claims for damages arising from injury to life, body or health, as well as those under the Product Liability Act or the mandatory provisions of the German Commercial Code.

## **9. Insurance**

The supplier shall take out liability insurance for damages caused by him or his subcontractors which is customary in the industry and which is adequate in the amount of the sum insured for the purposes of the contractual performance. The conclusion of the insurance as well as the amount of coverage shall be proven to Sasol upon request. The direct contractual and tortious liability of the supplier towards Sasol shall remain unaffected by the conclusion of the insurance.

## **10. Intellectual property, rights of use**

- 10.1 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.
- 10.2 Sasol shall be entitled to use, exploit, supplement, modify and otherwise process the delivery in the most comprehensive manner possible and to combine it with other works or objects as well as to pass it on in modified and unmodified form.
- 10.3 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.

## **11. Retention of title**

- 11.1 The transfer of ownership of the delivered goods to Sasol shall be unconditional and independent of the payment of the purchase price.
- 11.2 Insofar as the parties have agreed retention of title for the delivered goods in individual cases, ownership shall pass to Sasol at the latest upon payment of the goods. Sasol shall be entitled in the ordinary course of business to process, sell or otherwise dispose of delivered goods even before transfer of ownership.
- 11.3 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.

## **12. Remuneration, invoice, terms of payment**

- 12.1 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.

- 12.2 Prices shall be stated without the applicable statutory value added tax. The applicable statutory turnover tax shall be shown separately.
- 12.3 Travel expenses are only reimbursable with Sasol's prior written consent.
- 12.4 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.
- 12.5 Unless otherwise agreed, payment shall be made within 60 days of receipt of the invoice.
- 12.6 In the event of a defective or partial delivery, Sasol shall be entitled to withhold payment proportionately in each case without being in default.
- 12.7 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 § 247 BGB.
- 12.8 Payment does not constitute a waiver of warranty rights or rights to damages or an unconditional acceptance of the delivery.
- 12.9 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 remains unaffected.

### 13. Documents, retention obligations

- 13.1 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.
- 13.2 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.
- 13.3 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.

### 14. Termination

- 14.1 Each party shall be entitled to extraordinary termination for good cause. Good cause for termination by Sasol is given in particular in the following cases:
  - 14.1.1 Insolvency proceedings have been opened against the assets of the supplier or the opening has been rejected for lack of assets;
  - 14.1.2 The supplier has materially breached provisions of the contract or of these General Terms and Conditions of Purchase and has not

remedied such breach despite written warning setting a reasonable time limit for remedying the breach;

- 14.1.3 The supplier violates the obligation to maintain secrecy pursuant to section 15 of these General Terms and Conditions of Purchase;
- 14.1.4 The supplier or a subcontractor used by the supplier violates the provisions of clause 18 of these General Terms and Conditions of Purchase;
- 14.1.5 The Supplier or a subcontractor engaged by the Supplier violates the provisions of Clause 16 of these General Terms and Conditions of Purchase

### 15. Data protection, confidentiality

#### 15.1 Data protection

The Contracting Parties acknowledge that personal data (within the meaning of the applicable data protection laws) may be generated or otherwise processed in the course of the conclusion and performance of the Contract.

- 15.1.1 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.
- 15.1.2 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).
- 15.2 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.
- 15.3 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. He shall keep this information secret and shall not make it available to third parties without Sasol's prior written consent. The Supplier 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.
- 15.4 If the supplier has to make information available to its employees, subcontractors or other third parties in order to fulfil its contractual

obligations, it shall ensure that these are bound by a confidentiality agreement comparable in scope.

15.5 The aforementioned confidentiality obligation shall apply from the initiation of the contract, during the performance of the contract and for a period of three years after the termination of the contract.

15.6 The aforementioned confidentiality obligation 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.

#### **16. Subcontractors and supply chain**

16.1 The use of subcontractors by the supplier requires the prior written consent of Sasol. The granting of consent is at Sasol's discretion.

16.2 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 contractual products. At Sasol's request, the supplier shall provide evidence of compliance with these obligations by obtaining and submitting appropriate documents.

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. The human rights and environmental expectations required by Sasol, which are set out in the Business and Human Rights Policy (<https://www.sasol.com/sustainability/human-rights>) and the Supplier Code of Conduct (<https://www.sasol.com/sustainability/ethics/sasol-code-of-conduct>), 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.

16.3 In the event of a reasonable suspicion or proof of a violation 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 to take and implement appropriate corrective measures as reasonably requested in writing by Sasol.

#### **17. 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.

#### **18. Compliance with the provisions of the minimum wage**

18.1 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.

18.2 The supplier guarantees not to be excluded from the award of public contracts.

18.3 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.

#### **19. Compliance with legal requirements**

19.1 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.

19.2 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.

19.3 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 suspend its performance if the performance of the contract is in any way restricted or prohibited by sanctions. The Supplier assures that the product and any intermediate products used to manufacture the product 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.

19.4 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.

## **20. Final provisions**

20.1 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). Any present or future obligations between the parties which fall under EC Regulation No. 864/2007 on the law applicable to non-contractual obligations (Rome II) shall also be governed by German law.

20.2 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.

20.3 Should a provision of the contract or a provision subsequently incorporated into it be or become void in whole or in part, or should a loophole in the contract become apparent, this shall not affect the validity of the remaining provisions. The parties are aware of the case law of the Federal Court of Justice according to which a severability preservation clause merely reverses the burden of proof. However, it is the express intention of the parties to maintain the validity of the remaining provisions under all circumstances and thus to waive § 139 BGB altogether. In place of the void provision or in order to fill the gap, the valid or enforceable provision shall be agreed upon which legally and economically comes closest to what the parties intended or would have intended according to the meaning and purpose of the contract if they had considered this point when concluding the contract.