



## General terms and conditions of purchase of bp Retail Netherlands B.V.

### 1. Applicability

- 1.1 These terms and conditions (hereinafter "General Terms and Conditions") are applicable to all agreements, including Purchase Orders ("PO" or "POs"), in which bp Retail Netherlands B.V. (traderegister number 965.42.179) hereinafter referred to as: "bp", acts as principal towards a service provider, hereinafter referred to as: "Agent/Supplier", including but not limited to the supply of goods, the provision of services, contracting of work and all further work that must be carried out within the scope of the agreements referred to hereinbefore, hereinafter referred to as: "Agreement(s)".
- 1.2 Any amendments to the Agreement can only be agreed with prior written approval of bp, by a duly authorized officer.
- 1.3 Applicability of any general terms and conditions of the Agent/Supplier is explicitly rejected by bp, which rejection/non-applicability is confirmed by the Agent/Supplier by its acceptance, or execution, of the Agreement.

### 2. Overeenkomst Creation of the Agreement

- 2.1 The Agreement can only be created as follows:
  - if a quotation from the Agent/Supplier is followed by an order, the Agreement shall be created at the moment when the order is submitted in writing by bp by a duly authorized officer;
  - if an order is granted on the basis of a non-binding quotation from the Agent/Supplier, the Agreement shall be created if the offer is not withdrawn by the Agent/Supplier within two working days after acceptance by bp;
  - if an order is issued without a quotation from the Agent/Supplier, the Agreement shall be created if the written acceptance is received from the Agent/Supplier within 5 working days after the order has been issued, and/or if a start has been made with the work within such term in accordance with the Agreement. If within 10 working days no acceptance has been received from the Agent/Supplier, bp shall be at liberty to conclude that no Agreement whatsoever has been created, without requiring bp to compensate any expenses and/or damages whatsoever.
  - if an order is provided by bp by sending a Purchase Order, and this order is subsequently executed by Agent/Supplier.

### 3. Changes

- 3.1 bp has the right to order the Agent/Supplier to change the volume and/or the nature of the deliverable goods and/or work to be carried out. If in the opinion of the Agent/Supplier this leads to financial, technical and/or time consequences, the Agent/Supplier shall notify bp thereof in writing before complying with the change. Parties must subsequently reach agreement about the terms and conditions on which the change shall be carried out. If the parties fail to reach agreement, bp shall have the right to terminate the Agreement by means of a written notification to the Agent/Supplier, without requiring bp to pay any compensation of damage whatsoever.
- 3.2 The Agent/Supplier is obliged to carry out any change instructed by bp, even if the parties have not reached final agreement with respect to the consequences thereof.

### 4. Prices and payment conditions

- 4.1 The agreed prices are fixed and cannot be amended, unless agreed otherwise in writing.
- 4.2 Subject to bp's approval, payment will be executed within sixty (60) days from the date of receipt of the first correct invoice in Euro currency, or other such currency if parties agree in writing otherwise. Payment will be deemed to be made at the time at which bp instigates payment to the bank account of Agent/Supplier, notified to bp in accordance with the Agreement.
- 4.3 If bp reasonably and in good faith disputes its obligation to pay part or all of an invoice submitted by Agent/Supplier under the Agreement, Agent/Supplier shall rescind, upon bp's request, the disputed invoice and resubmit a new invoice for the undisputed portion of the disputed invoice, which bp shall pay as required herein. Bona fide disputes may not be cause for non-performance of this Agreement by the Agent/Supplier.
- 4.4 bp may – with regard to certain POs or in general – require the Agent/Supplier (as requested by bp) to electronically record and/or invoice all or certain of the deliveries and/or services provided by it in a digital application for orders and invoice receipt and processing, in the form provided therein and taking into account the terms of use provided for this application. The Agent/Supplier hereby irrevocably agrees to this.

### 5. General obligations on the part of the Agent/Supplier

- 5.1 The obligations and work of the Agent/Supplier include the provision of all supplies and work necessary for the proper and complete fulfilment of the Agreement.
- 5.2 bp has the right to instruct the Agent/Supplier to provide security in the form of an unconditional and irrevocable bank guarantee from a banking institution to be designated by bp.
- 5.3 The Agent/Supplier must carry out the Agreement itself. If specific work is sub-contracted by the Agent/Supplier to third parties with the written approval of bp, the Agent/Supplier shall ensure that the terms and conditions of this Agreement shall be fully applicable to the fulfilment of said work by such third parties (hereafter: "SubContractor"). The Agent/Supplier is and shall at all times remain fully responsible for the work of third parties, if any, during the fulfilment of the Agreement, as if it were its own



performance, and shall indemnify bp from any possible claims by third parties involved. All rights of bp shall also remain in full force.

- 5.4 The Agent/Supplier is responsible for its working conditions and safety at work, and is required to comply with all applicable legal regulations, guidelines of the Inspectorate SZW and the locally applicable safety requirements.
- 5.5 The Agent/Supplier is not authorized to transfer any rights from the Agreement howsoever, including but not limited to claims by the Agent/Supplier against bp, or to pledge, and/or otherwise transfer and/or encumber them.
- 5.6 Before commencing to fulfil the Agreement, the Agent/Supplier must fully acquaint itself with all circumstances – including but not limited to the working site and the soil conditions – which may affect the fulfilment of its work. Any possible consequences of aforementioned circumstances shall be entirely at the expense and risk of the Agent/Supplier and shall not constitute any ground whatsoever for extension of the term and/or additional payment.
- 5.7 If and insofar as legislation with respect to liability for wages & salaries, tax and social security contributions as outsourcing company or principal is applicable to deliveries and/or work, the Agent/Supplier must keep records relating to this Agreement in such a manner that the actual costs of labour can be determined. bp is authorized to pay a part of the Agreement sum to be determined by bp into the “G-rekening” (blocked account) of the Agent/Supplier, or to pay it directly to the institutions referred to in aforementioned legislation.

## 6. Warranties

- 6.1 The Agent/Supplier warrants as a minimum: that the delivered goods and/or the work carried out meet the requirements of the Agreement, possess the qualities that have been promised, are free from any defects, are suitable for their intended purpose and as a minimum meet the legal requirements and other government regulations as are applicable at the time of the fulfilment, including the requirements as set out below in clauses 12, 14, 15, 16 and 17 of these General Terms and Conditions.
- 6.2 The warranties referred to in clause 6.1 above and any additional warranties shall commence from the delivery of goods and/or fulfilment of work until the final approval by bp, followed by a period of 5 years, unless parties explicitly agree a different period in writing.
- 6.3 If it turns out that the goods and/or work fail to meet the requirements stated in clause 6.1, regardless of the results of any inspection and testing as referred to in clause 7.1, the Agent/Supplier shall repair or replace the delivered goods and/or the work carried out at its own expense and risk upon first request of bp, unless bp chooses to terminate the Agreement as laid down in clause 10, without prejudice to the entitlement of bp to damages. In the event of repair and/or replacement, a new 5-year warranty period shall enter into force for the relevant goods and/or work.
- 6.4 If the Agent/Supplier does not proceed to repair and/or replacement as referred to in clause 6.3, bp shall have the right – without prejudice to its other rights – to repair or replace the defective goods and/or work itself or to have them repaired or replaced, and to recover all costs and damages from the Agent/Supplier.
- 6.5 bp shall at all times have the right to set off any potential costs and damages against any amounts payable to the Agent/Supplier.
- 6.6 The warranties referred to in clause 6.1 above and any other warranties shall not affect any and all other rights of bp.

## 7. Inspection and testing

- 7.1 bp has the right to inspect and test the work and/or the goods or parts thereof - or to have them inspected and tested - both prior to supply/delivery and afterwards. The Agent/Supplier shall notify bp in good time where and when a conformity assessment of the work and/or delivered goods is possible.
- 7.2 The Agent/Supplier shall enable bp to inspect and test without posing any restrictions and shall provide the necessary facilities and assistance.

## 8. Supply/delivery

- 8.1 Supply/delivery shall take place no later than the agreed date or period laid down in the Agreement, at bp's site or at a different location specified by bp.
- 8.2 As soon as the Agent/Supplier is aware or ought reasonably to be aware that the supply/delivery shall not take place, or will be late or non-compliant the Agent/Supplier shall immediately notify bp thereof in writing, stating the circumstances that give rise to such non-fulfilment.
- 8.3 The risk associated with delivered goods and/or work carried out shall not be transferred to bp until written approval has been obtained from bp.
- 8.4 In respect of deliverable goods:
  - Agent/Supplier must pack, insure and/or secure the goods such that they shall arrive at their place of destination in good working order by standard transport;
  - all deliverable goods (complete with order number, item number and part number) must be accompanied by a packing list stating the description and quantity of the deliverable goods. All packages must be clearly labelled on the outside with bp's order number;
  - for the supply of goods with a unit weight of 1000 kg or more, the Agent/Supplier must notify the warehousing department of bp at least 24 hours before delivery regarding the expected time of delivery.
- 8.5 The INCOTERMS 2020 published by the International Chamber of Commerce shall apply in relation to the interpretation of the terms of delivery.



## 9. Ownership and Right of retention

- 9.1 The ownership of delivered goods and/or (products of) work carried out shall be transferred to bp upon supply/delivery.
- 9.2 In the event of advance payment or payment via instalments, bp may demand that ownership shall be transferred to bp at an earlier date. In these cases the Agent/Supplier shall label the goods and/or the corresponding materials and parts as property of bp and shall indemnify bp, including but not limited to, any loss, damage and claims by third parties.
- 9.3 Under no circumstances shall the Agent/Supplier have any rights of retention and/or rights to suspend performance with respect to delivered goods and/or (products of ) work carried out; in this respect the Agent/Supplier explicitly waives such rights.

## 10. Termination

- 10.1 bp has the right to terminate the Agreement by means of written notification to the Agent/Supplier:
- if after the expiry of 7 days after written notification by bp the Agent/Supplier fails to fulfil one or any of its obligations by virtue of the Agreement or of further contracts arising therefrom, or fails to fulfil such obligations in time or properly,
  - in the event of a winding-up, submission of an application for an administration order and/or suspension of business, close of operations or liquidation of the company of the Agent/Supplier;
  - if a circumstance leading to force majeure continues for more than 14 days;
  - if the Agent/Supplier breaches, or fails to fulfil timely or properly any of by virtue of the obligations and/or warranties, as they arise from the clauses 12, 14, 15, 16 and 17 of these General Terms and Conditions, or if Agent/Supplier, according to bp's exclusive judgment, fails to meet the requirements with respect to the required level of safety.
- 10.2 Where clause 10.1 applies, bp shall not be liable for expenses and/or damages of any nature whatsoever to the Agent/Supplier, without prejudice to the rights of bp to receive full compensation for damages and expenses.
- 10.3 Without prejudice to the provisions of clause 10.1, bp shall at all times have the right to terminate the Agreement by written notification to the Agent/Supplier. The parties shall then determine the consequences of the termination, in which case bp shall only consider compensation of reasonably incurred expenses, if and insofar as the Agent/Supplier has not been compensated already for such expenses pursuant to the Agreement, and shall not be liable for any other costs. Under no circumstances shall bp be liable to compensate the Agent/Supplier for any possible indirect damages and/or loss of profit.
- 10.4 Regardless of the reason for termination, bp shall at all times have the right to carry out the supplies and/or work referred to in the Agreement itself or to have it carried out by third parties.
- 10.5 All claims that bp may have in these circumstances against the Agent/Supplier, now or in the future shall be immediately and fully payable on the date of termination of the Agreement.
- 10.6 The Agent/Supplier is not entitled to terminate the Agreement, unless the parties have explicitly agreed otherwise in writing.

## 11. Liability, force majeure and indemnification

- 11.1 Agent/Supplier carries out the Agreement entirely at its own expense and risk and is liable for all expenses and damage – both directly and indirectly and including any possible damage due to loss of profit – suffered by bp or third parties following and/or in connection with the fulfilment of the Agreement, except in case of demonstrable force majeure.
- 11.2 Force majeure as referred to in clause 11.1 shall not in any event include: shortage of employees, disability of employees, strikes, late supply/delivery, unsuitability of materials, incomplete supply of goods and/or performance of work, cash flow and/or solvency problems on the part of the Agent/Supplier, and/or unworkable weather conditions. 'Force majeure' shall in all events include: strikes by (employees of) bp and/or strikes by third parties, which affect the obligations of bp pursuant to the Agreement.
- 11.3 The Agent/Supplier shall indemnify bp from all claims by third parties, in whichever form, pursuant to liability as referred to in clause 11.1. clause 11.1 also qualifies as a third-party clause.
- 11.4 The Agent/Supplier shall take out adequate liability insurance as referred to in this clause from a first class insurance company with a minimum cover of € 1,000,000.- per event, and shall give bp access to the insurance policy upon request.
- 11.5 The Agent/Supplier shall also indemnify bp from and against any and all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees suffered or incurred by bp or any bp Affiliate arising out of, or in any way connected with a breach by the Agent/Supplier of any of the provisions of clauses with respect to IP Warranties, Reputation Warranty, HSSEQ Requirements, Anti-Bribery and Corruption, Compliance With Laws including Business and Human Rights Policy and Compliance with International Trade Regulations and/or Confidentiality and Digital Security of these General Terms and Conditions and/or any Agreement.

## 12. Intellectual property

- 12.1 The Agent/Supplier guarantees that the use, including but not limited to, resale of the delivered goods and/or work carried out by the Agent/Supplier shall not lead to any infringement of patent rights, trade mark rights, copyrights or any other rights of third parties.
- 12.2 The Agent/Supplier shall indemnify bp from any claims arising from any sort of infringement as referred to in clause 12.1 and shall compensate bp for all expenses and damages together with interest thereon caused by such an infringement.



## 13. Resources and technical data

13.1 Any resources made available by bp or purchased or produced at the expense of bp by the Agent/Supplier such as drawings, models, moulds and so on shall respectively remain or become the property of bp upon purchase or after production.

13.2 In relation to the aforementioned resources, the Agent/Supplier shall: - submit them to bp for approval at the request of bp::

- label them as the property of bp, such that it is obvious to third parties;
- keep them in good working order and insure them at its expense against all risks;
- not change them and/or deviate from them;
- make them available upon first request of bp and at the latest upon supply/delivery; and
- if it relates to drawings and other documents, to make them suitable for micro filming in accordance with NEN 3526, or any other agreed format in accordance with the bp information transfer specification (I.O.S).

## 14. Miscellaneous applicable regulations

14.1 The following general regulations of bp are applicable:

- bp's Code of Conduct, dealing with the following issues, i.e.: health, safety, security and the environment, employees, business relations, governments and communities, business properties and financial integrity. In connection with the Agent/Supplier's performance of the Agreement, the Agent/Supplier agrees to act consistently with bp's Code of Conduct which is found at: <http://www.bp.com/codeofconduct> and to adhere to the principles relating to human rights, and non retaliation against "whistle blowers". Any failure to comply with this clause may be deemed by bp to be a material breach of the Agreement.

- bp HSSEQ requirements (Health, Safety, Security, Environmental and Quality Provisions) means all regulations, requirements, procedures, practices, systems and policies applicable at a bp or bp Affiliate or third party premises at which the goods and/or services are supplied/performed, from time to time so far as they relate to HSSEQ matters, including but not limited to the contents of the bp Local Operating Management System Handbook and all applicable bp or bp Affiliate operating procedures and practices that apply to the provision of any equipment and the supply of the goods and/or services.

The Agent/Supplier shall at all times perform its obligations under the Agreement in a safe and responsible manner and shall observe and comply with all applicable statutory obligations and industry standards.

If goods and/or services are to be delivered at a Delivery Address, the Agent/Supplier shall also comply with bp's policy, regulations and procedures regarding the HSSEQ-regulation applicable in effect at the relevant Delivery Address. The Agent/Supplier shall procure that the Sub-Contractors, the Personnel and all other persons engaged for the purpose of the Agreement abide by the aforementioned policy, regulations and procedures and such directions as may be issued by bp's security officers when working at the Delivery Address and other bp premises.

- Specific regulations for the bp -site(s) where the Agreement(s) are conducted.

14.2 The Agent/Supplier guarantees to bp that the work of the Agent/Supplier, its employees ("Personnel") or employees of third parties who are involved in the fulfilment of the Agreement ("Personnel Sub-Contractors"), meets the applicable legal regulations in the area of safety at work, and that the Agent/Supplier shall maintain an effective collaboration with bp in the interest of a proper fulfilment of the work.

14.3 The Agent/Supplier guarantees to bp that any staff that it has engaged for the purpose of the ordered work possess a high degree of expertise in their relevant disciplines and also possesses the necessary know-how with respect to regulations concerning safety, health and the environment, which are applicable to the premises of bp relevant to the ordered work, and that the persons that it has engaged shall strictly comply with the aforementioned regulations.

14.4 If in the opinion of bp any employees are not adequately qualified, bp has the right to order the removal of such employees from the premises, and the Agent/Supplier shall be obliged to replace them with due observance of the provisions of clause 14.3.

14.5 The Agent/Supplier shall ensure that its presence or the presence of its employees or employees of third parties who are involved in the fulfilment of the Agreement on the company premises of bp shall not cause any hindrance to the uninterrupted business operations of bp and work of third parties.

14.6 During their presence on the company premises of bp the persons mentioned in clause 14.5 must strictly comply with the legal regulations applicable there and the regulations drawn up by bp.

14.7 Before a start can be made with the work set forth in the Agreement, the persons mentioned in clause 14.5 must have been notified to the security department of bp, must have attended an induction concerning the regulations drawn up by bp with respect to, including but not limited to, safety, and must be provided with (a) valid access pass(es).

## 15. Compliance with laws including BP Business and Human Rights Policy and international trade regulations and the REACH Regulation.

15.1 'Laws' means statutes, statutory instruments, regulations, orders and other legislative provisions in any jurisdiction, including any delegated or subordinate legislation, any judgment of a relevant court of law or decision of a tribunal or competent authority, and to the extent applicable enforceable community rights within the European Union.

15.2 The Agent/Supplier shall observe and abide by and shall require its Sub-Contractors, Personnel and any other persons engaged for the purpose of the Agreement to observe and abide by all applicable laws, regulations and by laws in relation to the supply of goods and/or services including any which may come into force during the period of the Agreement and shall defend and indemnify bp against any loss, liability, damage or claim including but not limited to legal costs incurred by bp as a result of or in connection with any alleged infringement of such laws, (local) regulations and by-laws etc. asserted against bp arising out of the



performance of the Agreement by the Agent/Supplier or any of its Sub-Contractors, Personnel and any other persons engaged for the purpose of the Agreement.

15.3 The Agent/Supplier shall observe, abide by and fulfil all tax requirements and requirements of social security.

15.4 Without prejudice to the generality of the foregoing, the Agent/Supplier shall comply in particular with the following:

**15.4.1** Visas, Permits –

At the Agent/Supplier's (or Sub-Contractors') own expense, the Personnel shall at all times have the required visas, permits (including work and residency permits), licenses or other authorisations necessary to provide the work in relation to the delivery of the goods and/or services. Personnel that is not in possession of all required authorisations, shall not be allowed access to bp premises to perform work related to the delivery of goods and/or services. In such cases, the Agent/Supplier must bear all costs of any waiting times and/or for returning the said Personnel, and has no right to add these costs to the price of the Agreement.

**15.4.2** If an employment relationship would be claimed or arise between the Personnel and bp, or if bp would be held liable on any grounds because of violation of this clause 15 by the Agent/Supplier, the Agent/Supplier shall hold bp harmless against all losses, damages, costs-expenses and other liabilities (including legal and other professional fees) resulting from this employment relationship or the violation of clause 15, and the Agent/Supplier shall fully indemnify bp in this regard. Agent/Supplier shall procure for all preventive measures, in order to avoid any claims, assuming the existence of any employment relationship with bp.

15.5 The Agent/Supplier shall observe and abide by, and shall procure that its Sub-Contractors and Personnel observe and abide by, all applicable Laws in relation to the Agreement, including any which may come into force during the period of the Agreement.

15.6 The Agent/Supplier confirms that it has carefully reviewed the bp Business and Human Rights Policy and Labour Rights and Modern Slavery Principles which are available at [www.bp.com/Humanrights](http://www.bp.com/Humanrights)

15.7 In connection with the Agent/Supplier's performance of the Agreement and consistent with the Business and Human Rights Policy, the Agent/Supplier shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

- a) not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour or procuring Goods manufactured or produced using such labour; nor engaging in or condoning abusive or inhumane treatment of workers;
- b) providing workers with written terms and conditions under which they will work in a language understandable to the worker;
- c) not requiring workers to pay charges or fees under any pretext in consideration for employment or applying deductions from the workers' remuneration as collateral for continued service;
- d) not withholding travel or other identity documents or otherwise unreasonably inhibiting the free movement of any workers (directly or indirectly);
- e) providing access to effective grievance mechanisms, providing equal opportunities, avoiding retaliation or discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- f) avoiding, mitigating or remedying adverse human rights impacts to workers or communities arising from Agent/Supplier's activities to the extent practicable.

**15.8** German "Supply Chain Due Diligence Act" Requirements

**15.8.1** In connection with Agent/Supplier's provision of the Goods and/or services to bp, the Agent/Supplier agrees to adhere to the protected legal positions referred to in section 2 paragraph 1 of the German Supply Chain Due Diligence Act (the 'Lieferkettensorgfaltspflichtengesetz', in these conditions referred to as "SCDDA") and the prohibitions listed in section 2 paragraph 2 and 3 of the SCDDA and to promote the adherence to these legal positions and prohibitions in its supply chain (the "SCDDA Requirements"). Additional information on the protected legal positions and prohibitions is available on bp's website at [www.bp.com/de](http://www.bp.com/de).

**15.8.2** The Agent/Supplier agrees and undertakes that in connection with its obligations under clauses 14.1, 15.6, 15.7, 15.8 and 16.6, and in particular the SCDDA Requirements, it shall:

- a) maintain a system of internal controls that is sufficient to provide reasonable assurance that violations of these clauses will be prevented, and that any such violations will promptly be detected and resolved;
- b) if any such violation cannot be stopped within the foreseeable future it shall be notified to bp and, upon request of bp, the Agent/Supplier shall work with bp to develop and implement an action plan for stopping or mitigating the violation within a defined timeframe;
- c) provide such information as may reasonably be requested from time to time by bp to enable bp's risk assessment pursuant to the SCDDA and monitor compliance with clauses 14.1, 15.6, 15.7, 15.8 and 16.6 and in particular the SCDDA Requirements. Such reasonable requests may include, in particular, responding to questions from bp, allowing its employees or members of the works council or other representative body to be interviewed without the Agent/Supplier or persons authorised by it being present and the Agent/Supplier undertakes that participation in such interviews shall not be associated with any disadvantages for the respondents.

**15.8.3** If bp or the Agent/Supplier has factual indications suggesting that clauses 14.1, 15.6, 15.7, 15.8 and 16.6 and in particular the SCDDA Requirements have been breached at one of the Agent/Supplier's suppliers, the Agent/Supplier shall arrange appropriate preventive measures, including preparing and implementing an action plan to prevent, stop or minimise such violations by the Agent/Supplier's supplier. The Agent/Supplier shall also assist bp if bp decides to arrange additional preventive measures, for example by enabling bp to get directly in contact with the Agent/Supplier's supplier.

**15.8.4** Subject to prior arrangement, bp shall be authorised to conduct audits itself or have them conducted by authorised agents at the Agent/Supplier's business premises during normal business hours and provided this does not interfere with operations. Such audits serve to monitor compliance with bp's expectations with respect to clauses 14.1, 15.6, 15.7, 15.8 and 16.6 and in particular the SCDDA Requirements. bp or an authorised agent shall furthermore be permitted to interview the Agent/Supplier's employees and members of the works council without the Agent/Supplier or one of its authorised agents being present.

**15.8.5** In the event that bp identifies a breach or the SCDDA Requirements or the imminent occurrence thereof at the Agent/Supplier or its supplier, bp shall have the right to temporarily suspend the business relationship with the Agent/Supplier and to withhold



payments or other performance owed during efforts to mitigate the risks. The foregoing right shall apply to any and all arrangements made and agreements entered into with the Agent/Supplier..

15.9 The Agent/Supplier shall ensure that it and, if applicable its Sub-Contractors, comply with all applicable export control, trade embargo and other foreign trade control laws, rules and regulations, including but not limited to the European Dual-Use Export Control Regulation (EC) 428/2009, the United States Export Administration Regulations, the United States International Traffic in Arms Regulations and similar laws of the territory applicable to the Agreement (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Failure by the Agent/Supplier and its Sub-Contractors to comply with applicable Trade Restrictions shall constitute a material breach of the Agreement. The Agent/Supplier shall indemnify and hold harmless bp against all claims relating to any failure by it to comply with Trade Restrictions.

15.10 Except as may be otherwise expressly stated in the Agreement or agreed in writing by the parties, the Agent/Supplier shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology goods or services to or for the benefit of bp. Upon reasonable request, bp shall provide the Agent/Supplier, at no cost to bp, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. bp assumes no responsibility or liability for the Agent/Supplier's failure to properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.

15.11 The Agent/Supplier represents and warrants that it, its affiliates, and its directors, officers, key employees or agents are not subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control laws and regulations.

15.12 bp hereby informs the Agent/Supplier that personal data which bp receives from the Agent/Supplier may be recorded, processed and used by bp as, and to the extent, permitted by law (in particular applicable data protection laws) and that bp reserves the right to record, process and use such data within such legal boundaries; bp may engage third party service providers for the recording, processing and use of such data on behalf of bp.

15.13 If bp engages the Agent/Supplier for the recording, processing and use of personal data on behalf of bp or if bp transfers personal data to the Agent/Supplier for other purposes, then the Agent/Supplier shall comply with all applicable legal provisions, in particular data protection laws and the requirements, as described in clause 18 of these General Terms and Conditions, and, if and to the extent necessary pursuant to such legal provisions, enter into a separate written agreement with bp regarding the protection of such data in cases where the Agent/Supplier processes data on behalf of bp.

15.14 Any failure by Agent/Supplier of its Sub-contractors to comply with the provisions, as set out in this clause 15, may constitute a material breach giving rise to termination pursuant to clause 10 (Termination).

15.15 Annemer/Agent/Supplier warrants and represents that it has fully registered all substances contained within the goods which require registrations (to support identified uses as notified by bp) in accordance with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (the "REACH Registration"). For the purposes of this clause, registration of substances within goods supplied as intermediates shall not be considered full registration unless otherwise agreed with bp.

Agent/Supplier warrants and represents that all supplies of the goods during the duration of the Agreement will be compliant with REACH and Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures ("CLP").

Agent/Supplier will ensure that once registered, all substances contained within the goods which require REACH Registration continue to have full registrations in accordance with the provisions of REACH. Agent/Supplier will keep bp regularly informed of any changes in the REACH Registration details of any of the substances contained within the goods.

If reasonably requested by bp for the purpose of legal compliance obligations (and subject to bp maintaining the information as confidential in line with clause 17 (Non Disclosure) and to the extent that onward disclosure is not required to meet its legal compliance obligations) Agent/Supplier shall provide full details of the REACH Registration of any of the substances contained within the goods.

Agent/Supplier will ensure that the Safety Data Sheet provided to bp accurately reflects the REACH Registration and complies with the Safety Data Sheet content requirements of REACH.

15.16 The provisions of this clause 15 shall survive the expiration or termination of this Agreement for any reason.

15.17 Breach of clause 15

In the event that bp has legitimate reasons to suspect that the Agent/Supplier has breached the obligations under this clause 15, bp shall be entitled to rescind the PO or terminate any contract for the performance of a continuing obligation constituted by the PO with immediate effect or to withhold payments or any other performance owed, without prejudice to other rights. The foregoing right shall extend to the entire business relationship between bp and the Agent/Supplier and apply to any and all other arrangements made and agreements entered into with the Agent/Supplier.

## 16. Anti-Corruption, Bribery and Anti-Money Laundering

16.1 The Agent/Supplier agrees that in connection with this Agreement, it will comply with all anti-bribery and corruption and anti-money laundering laws, rules, regulations or equivalent applicable to both the Agent/Supplier and bp including, but not limited to, the articles 177, 177a, 178, 178a and 328ter of the Dutch Penal Code (Wetboek van Strafrecht), Bribery Act 2010 of the United Kingdom, Foreign Corrupt Practices Act 1977 of the United States of America ("Anti-Corruption Laws").

16.2 The Agent/Supplier acknowledges that bp has a zero tolerance policy towards bribery, corruption and money laundering. The Agent/Supplier confirms and agrees that - in relation to this Agreement - it and its directors, officers, employees and service providers (including but not limited to its subcontractors, agents and other intermediaries) will not, offer, give, promise to give or



authorise the giving to any person whatsoever including but not limited to private individuals, commercial organisations, Public Officials as defined in 16.10 (a) below or any political party, official of a political party, or candidate for public office (together "Beneficiary"), or solicit, accept or agree to accept from any Beneficiary, either directly or indirectly, anything of value including, without limitation, payments including so-called Facilitation Payments, gifts or entertainment or Facilitation Payments (together "Advantages"), which might be considered as improper practice or bribery in order to obtain, influence, induce or reward official or private actions or decisions or securing any improper advantage in relation to this Agreement or any other business transactions involving bp (the "Anti-Corruption Obligation"). Facilitation Payments shall include infrequent payments/benefits in cash or kind made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) one is entitled to under the laws of the relevant country.

16.3 Subject to any relevant data privacy or protection law, the Agent/Supplier shall immediately report to bp:

(a) any request or demand of said advantages as described above received by the Agent/Supplier, or any other service provider engaged by the Agent/Supplier that could amount to a breach of the Anti-Corruption Laws or Anti-Corruption Obligation; or  
(b) any allegations, proceedings or investigations relating to bribery, corruption or money laundering against the Agent/Supplier, its directors, officers, employees or its service providers engaged in relation with this Agreement.

16.4 The Agent/Supplier shall provide bp with such further assurances or certificates that bp may request from time to time and certify annually to bp, in writing signed by an officer of the Agent/Supplier, that it and its directors, officers, employees and service providers in connection with this Contract have at all times during the relevant preceding period complied with the Anti-Corruption Laws and Anti-Corruption Obligation..

16.5 The Agent/Supplier shall:

(a) maintain at its normal place of business, throughout the term of this Agreement and for at least seven years following its expiration or termination, detailed books, records and accounts which accurately and fairly reflect all transactions and payments made by the Agent/Supplier in connection with this Agreement;  
(b) maintain an internal accounting controls system that  
(i) is sufficient to ensure proper authorisation, recording and reporting of all transactions and payments made by the Agent/Supplier and  
(ii) is sufficient to ensure, and enable bp to verify, the Agent/Supplier's compliance with Anti-Corruption Laws and the AntiCorruption Obligation;  
(c) have in place, maintain and enforce its own policies and procedures which are designed to ensure, and which are reasonably expected to continue to ensure, compliance with Anti-Corruption Laws and the AntiCorruption Obligation; and  
(d) cooperate with bp where bp requests that the Agent/Supplier receives bp Code of Conduct and antibribery and corruption training, usually at either bp's offices or at the Agent/Supplier's place of business, including prior to the commencement of any work or actions related to the Agreement.

16.6 The Agent/Supplier has read and understood bp's group code of conduct (as displayed at <http://www.bp.com/codeofconduct> and as may be amended from time to time) ("bp Code") and agrees to comply with the principles contained in the bp Code in connection with this Agreement and any other business transactions involving bp.

16.7 Should bp have reasonable evidence giving rise to suspicion that the Agent/Supplier is in breach of the AntiCorruption Laws or Anti-Corruption-Obligations, the Agent/Supplier shall actively pursue and investigate the alleged breach and fully cooperate with bp. In this regard the Agent/Supplier shall provide bp upon written request with any information necessary and answer any questions necessary to verify adherence to AntiCorruption Laws and Anti-Corruptions Obligations. Upon explicit request by bp the Agent/Supplier shall conduct a self-audit of his books and records by an independent and professional auditor who is obliged to observe professional discretion (e. g. certified accountant) of his choice appointed by the Agent/Supplier. The Agent/Supplier shall submit a written report to bp on the outcome of the self-audit performed. Should bp have justified cause to believe that alleged breach was not sufficiently investigated or if the Agent/Supplier did not perform requested self-audit within ten days of receipt of written request to self-audit, bp is entitled to perform a third party audit after receiving 14 days' notice by bp by an independent and professional auditor who is obliged to observe professional discretion (e. g. certified accountant) appointed by bp. The third party shall – within usual business hours - be granted access to, inspect and make copies of books, records and accounts held at the Agent/Supplier's premises in order to audit the alleged breach to a reasonable extent. In addition, the Agent/Supplier shall assist the audit to a reasonable extent by, but not be limited to, providing books, answering upcoming questions. bp may, at its discretion, submit a written summary on the outcome of the third-party audit to Agent/Supplier. The rights set out in this clause shall continue for 24 months after termination or expiration of this Agreement and will be exercised in compliance with all applicable competition laws. In case the result of the audits performed is that the Agent/Supplier has breached Anti-Corruption Laws or Anti-Corruption Obligations, bp shall be entitled to reclaim any costs of the self- and/or third party-audit incurred by bp.

16.8 bp shall have the right to suspend all further services and payments under and/or terminate this Agreement, in whole or in part with immediate effect,:

(a) if bp reasonably believes in good faith that the Agent/Supplier has failed to comply with or breached in any material respect any of the requirements set out in this clause 16.1; or  
(b) where the Agent/Supplier or its shareholders, owners, or affiliates has been identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and/or similar laws as a person with whom trade or financial dealings and transactions by bp and/or its affiliates are prohibited or restricted.

16.9 If bp suspends and/or terminates this Agreement for breach based on clause 16, the Agent/Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination unless Agent/Supplier provides bp within a reasonable period with evidence which demonstrates to the reasonable satisfaction of bp that the Agent/Supplier or the third party has not failed to comply with their Anti-Corruption Obligation and/or Anti-Corruption Laws.



16.10 The Agent/Supplier represents and warrants that except as otherwise disclosed in writing to bp, as at the date of execution of this Agreement and throughout the term of this Agreement:

- (a) none of its directors, officers, employees or other service providers in connection with this Agreement is a Public Official such as, but not be limited to, public officials or persons entrusted with special public service functions within the meaning of Article 84 of the Dutch Penal Code ("Wetboek van Strafrecht") or official of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty percent (together "Public Officials"); and
- (b) no Public Official will have a direct or indirect interest in this Agreement, the Agent/Supplier or other service provider in connection with this Agreement or have any legal or beneficial interest in any payments made by bp under this Agreement; and
- (c) it will promptly notify bp in writing of any change in the foregoing.

16.11 The Agent/Supplier represents and warrants that except as otherwise disclosed in writing to bp, neither it nor its directors, officers, or key employees in connection with this Agreement have in the last five years:

- (a) been convicted of any offence involving bribery, corruption or money laundering; or
- (b) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering.

16.12 The Agent/Supplier warrants that in connection with this Agreement it shall ensure with respect to any subcontractor, including but not limited to any sub-agent, representative or other service provider it may engage to act on bp's behalf, that:

- (a) it will conduct appropriate due diligence prior to appointing or engaging such subcontractor to ensure that they are duly qualified to perform the tasks for which they will be engaged and that they are of good reputation; and
- (b) it will impose and secure from the subcontractor, in writing,:
  - (i) compliance with Anti-Corruption Laws and the Anti-Corruption Obligation or a similar obligation;
  - (ii) audit and inspection provisions substantially equivalent to those imposed on and secured from the Agent/Supplier in clause 16.7 such that both bp and the Agent/Supplier shall each have the same rights with respect to any subcontractor that bp has with respect to the Agent/Supplier under this Agreement;
  - (iii) provisions allowing immediate suspension and/or termination of the subcontract if the subcontractor fails to comply with Anti-Corruption Laws or breaches the Anti-Corruption Obligation or similar obligation and a provision for automatic termination of the subcontract in the event of, and at the same time as, the termination of this Agreement; and
- (c) it shall promptly notify bp of any suspected breach of the Anti-Corruption Obligation by the subcontractor.

16.13 Payments by bp to the Agent/Supplier shall only be made by cheque or wire transfer to a bank account of the Agent/Supplier in the Netherlands, details of which shall be given by the Agent/Supplier to bp in writing. Such notification shall be deemed to constitute a representation and warranty that the bank account so notified is owned solely by the Agent/Supplier and that no person other than the Agent/Supplier has any ownership of or interest in such account.

## 17. Non-disclosure

17.1 Unless stated to the contrary by bp in writing, all information and materials (and copies and derivatives thereof) obtained or made by the Agent/Supplier in connection with the supply of goods and/or services to bp under the terms of the Agreement, including but not limited to the developed work, shall be deemed to be confidential information of bp ("Confidential Information"). The Agent/Supplier shall ensure that Confidential Information is treated as confidential, not divulged to any third party and only used to fulfil the Agent/Supplier's obligations to bp under the Agreement (and for no other purpose). Notwithstanding the foregoing, the Agent/Supplier is granted permission to share such Confidential Information with Sub-Contractor(s) and/or Personnel to the extent it needs to be shared to enable the Agent/Supplier to fulfil its obligations to bp under the Agreement (and for no other purpose), provided such Sub-Contractor(s) and Personnel are bound by confidentiality obligations no less onerous than those set out in this Agreement prior to receiving Confidential Information. The Agent/Supplier shall remain liable to bp for any breach by such Sub-Contractor(s) and Personnel of the confidentiality obligations imposed on them pursuant to the Agreement.

17.2 Upon termination or expiry of the Agreement, the rights granted under the Agreement to use Confidential Information shall immediately cease and the Agent/Supplier shall procure the return of all Confidential Information whether held by the Agent/Supplier or its Sub-Contractors to bp or at bp's option procure the destruction of all such Confidential Information and confirm such return/destruction in writing to bp.

17.3 The obligations under this clause shall continue until the relevant Confidential Information is in the public domain through no fault of the Agent/Supplier, Sub-Contractor(s) and/or Personnel.

17.4 The provisions of this clause 17 shall survive the expiration or termination of the Agreement for any reason.

## 18. Data Protection

In these General Terms and Conditions:

"Personal Data" means any information relating to an identified or identifiable natural person that is processed by Agent/Supplier as a result of, or in connection with, the provision of goods and/or services pursuant to the Agreement;

"Data Controller" means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

"Data Processor" means the person which processes Personal Data on behalf of the Data Controller; and "processing" means any operation(s) performed upon Personal Data such as collection, recording, storage, adaptation, use, disclosure by transmission or otherwise making available.

18.1 Agent/Supplier acknowledges that bp is the Data Controller in respect of any Personal Data that Agent/Supplier processes on bp's behalf in the course of providing goods and/or services pursuant to this Agreement and that Agent/Supplier is a Data Processor of such data.



- 18.2 The nature and purpose of the processing of Personal Data by Agent/Supplier where Agent/Supplier acts as a Data Processor is the supply and performance of goods and/or services pursuant to the Agreement. The categories of data subjects whose Personal Data will be processed in the course of providing the goods and/or services, and the types of such Personal Data which will be processed, are as set out in the Agreement.
- 18.3 The processing of Personal Data shall continue only for the duration of the Agreement, save to the extent required by applicable law, or authorities
- 18.4 Agent/Supplier agrees that it shall (and shall procure that each of its affiliates, Personnel and Sub-contractors shall):
- (a) only carry out processing of Personal Data in accordance with bp's instructions;
  - (b) not process or permit the processing of Personal Data outside the European Economic Area except:
    - (i) where no European Personal Data is being processed under the Agreement; or
    - (ii) with the prior written consent of the bp and, where such consent is granted, Agent/Supplier undertakes to enter into a suitable agreement with bp and/or any relevant parties and/or adopt any necessary measures in order to ensure an adequate level of protection with respect to the privacy rights of individuals. "European Personal Data" in this sub-clause means Personal Data which comes within the scope of any of the laws and indien bp voorafgaande schriftelijk toestemming heeft gegeven en in deze gevallen waarin dergelijke schriftelijke toestemming is gegeven, de Aannemer/Leverancier maatregelen heeft getroffen door het sluiten van een passende overeenkomst met bp en/of enige betrokken partij en/of door het treffen van alle noodzakelijke maatregelen, teneinde een adequaat beschermingsniveau met betrekking tot de privacy rechten van individuen te bewerkstelligen. "Europese Persoonsgegevens" in deze clausule betekent Persoonsgegevens, die in het bereik liggen van enige wet- of regelgeving van de Europese Unie, de Europese Economische Ruimte en hun lidstaten, en het Verenigd Koninkrijk, zoals die luiden of na wijziging zullen luiden, ter zake de Verwerking van Persoonsgegevens;
  - (c) ensure that Personnel engaged in the processing of Personal Data shall treat as strictly confidential any Personal Data, and are bound under an appropriate obligation of confidentiality;
  - (d) at no additional cost, take such technical and organisational measures as may be appropriate to assist bp, insofar as this is possible, to comply with (i) the rights of individuals under applicable data protection laws, including subject access rights, the rights to rectify and erase Personal Data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data; and (ii) information or assessment notices served by any data protection authority;
  - (e) at no additional cost, assist bp in complying with its obligation, where applicable, to undertake a data protection impact assessment; and
  - (f) immediately inform bp if, in its opinion, an instruction as per this clause 18 infringes the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) or other European Union or Member State data protection provisions, in accordance with Article 28(3) of the General Data Protection Regulation.

## 19. Digital Security

- 19.1 Agent/Supplier shall implement and maintain appropriate technical and organizational measures; and adequate security programs and procedures, to ensure a level of security appropriate to the risk, and to prevent any accidental, unauthorized or unlawful access to, processing, destruction, loss, alteration, damage or disclosure of bp's Confidential Information including, for the avoidance of doubt, Personal Data ("Customer Data") and protect Agent/Supplier's IT systems used to provide the goods and/or services pursuant to the Agreement in accordance with applicable laws and industry best practice.
- 19.2 Agent/Supplier shall ensure that the measures outlined in clause 19.1 above include:
- (a) boundary firewalls and internet gateways to protect Agent/Supplier's networks and IT systems from the internet and other external networks;
  - (b) secure configuration of Agent/Supplier's networks, IT systems, applications and devices, including encryption of portable devices and removable media and the encryption of Personal Data;
  - (c) physical and logical access controls that restrict access to only authorized users to the extent required to perform services or supply goods pursuant to the Agreement;
  - (d) malware protection software that is designed to prevent the introduction of malware into Agent/Supplier's IT systems, networks and devices;
  - (e) patch management practices to identify, assess and apply applicable security patches to Agent/Supplier's IT systems, applications and devices; and
  - (f) training and awareness for Agent/Supplier's Personnel in information security and the handling of Customer Data in accordance with the terms of these General Terms and Conditions.
- 19.3 Agent/Supplier shall implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of processing of Personal Data.
- 19.4 Agent/Supplier shall:
- (a) alle investigate all (i) accidental, unauthorised or unlawful access to, processing, destruction, loss, alteration, damage or disclosure of Customer Data and/or any cyber-attacks on Agent/Supplier's IT systems ("Security Incidents") and (ii) suspected Security Incidents; and
  - (b) notify bp without undue delay, via [soc@bp.com](mailto:soc@bp.com), of any Security Incident.
- 19.5 If an incident referred to in clause 19.4 occurs due to Supplier's act or omission, Agent/Supplier shall, at its own cost, provide all necessary assistance as requested by bp, including with notifications that may be required under applicable law.



20. [Applicable law and settlement of disputes](#)

20.1 These General Terms and Conditions, the Agreement, and all agreements arising therefrom are exclusively governed by Dutch law. Without prejudice to the foregoing, the Agreement shall not be subject to and hereby specifically excludes all the provisions and obligations of the UN Convention on Contracts for the International Sale of Goods (Weens Koopverdrag).

20.2 Any possible disputes arising between parties shall exclusively be brought before the competent Court of Rotterdam.

In the event of any dispute from the interpretation of this translation, the Dutch text of the " Algemene Inkoopvoorwaarden van bp Retail Netherlands B.V." shall prevail.