

The "service provider" and contractual partner of the customer for the use of myBASFWorld is

BASF SE

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1 General Information

BASF SE, Carl-Bosch-Straße 38, 67056 Ludwigshafen, Germany ("BASF") offers its commercial customers a website with a registration function on the Internet at my.basf.com (hereinafter "myBASFWorld"). The use of myBASFWorld is subject to the following terms of use.

2 Scope and functionalities

(1) myBASFWorld is the free eCommerce portal provided by BASF, with which BASF customers can call up relevant product information around the clock, place orders and view the order status in real time. It is also possible to view order-related documents such as invoices, delivery bills or order confirmations. Product-related documents such as safety data sheets and technical information can also be downloaded.

Customers have the option to submit inquiries on commercial, quality-related, or regulatory matters.

The availability and scope of these functions depend on the respective individual permissions granted to a customer.

(2) BASF reserves the right to expand or reduce the number and scope of the functions provided until myBASFWorld is terminated.

(3) BASF makes myBASFWorld available free of charge exclusively to its commercial customers in their capacity as "entrepreneurs" within the meaning of Section 14 (1) of the German Civil Code (BGB) (**hereinafter and above referred to as "Customers"**). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, is acting in the exercise of their commercial or independent professional activity. "Consumers" within the meaning of Section 13 BGB may not use myBASFWorld.

(4) myBASFWorld is used exclusively on the basis of these Terms of Use and any information provided on myBASFWorld. Deviating or conflicting terms and

conditions shall not become part of a contract with BASF unless BASF has expressly agreed to them in writing.

3 Access to myBASFWorld

(1) Access to myBASFWorld is password-protected. In order to set up access to myBASFWorld for Customers, BASF will first create a user account at the Customer's request. The Customer then receives a registration e-mail in which the Customer creates a password on a registration website provided by BASF. The access is activated after further confirmation by the Customer and after activation of the access by BASF.

(2) By creating a Customer account and logging into myBASFWorld, the Customer makes a binding declaration to BASF that Customer accepts these Terms of Use. At the same time, the Customer declares that he/she will use access to myBASFWorld exclusively for business purposes. Any disclosure of the access authorization provided by BASF is prohibited. Any other use of myBASFWorld by the Customer or third parties is prohibited.

(3) After the Customer has logged in to its Customer account, Customer is automatically forwarded to the myBASFWorld homepage, where various functions can be performed such as calling up the product catalog and, in particular, conclude separate purchase contracts for BASF products.

(4) These Terms of Use are stored by BASF and can be accessed by the Customer at any time on myBASFWorld.

(5) With regard to the statutory information obligations pursuant to Section 312i of the German Civil Code (German: "Bürgerliches Gesetzbuch"; hereinafter "BGB") in conjunction with Art. 246c of the German Introductory Code to the Civil Code (German: "Einführungsgesetz zum Bürgerlichen Gesetzbuch" or "EGBGB"), BASF and the Customer hereby agree to waive these obligations pursuant to Section 312i (2) sentence 2 BGB.

4 Conclusion of contracts via myBASFWorld

(1) Contracts (e.g. purchase contracts for BASF products) via myBASFWorld are concluded between the Customer and the BASF Group company locally responsible for the respective Customer on the basis of a separate agreement. Unless BASF itself acts as a

separate seller in an individual case, BASF as the service provider of myBASFWorld is not involved in these contracts, neither individually nor jointly and severally. Contracts concluded via myBASFWorld are subject to the relevant General Terms and Conditions of Sale of the contracting BASF Group company, which are made available to the Customer before the order is sent, unless a prior (framework) contract with specific and individual content has been agreed between the Customer and the respective contracting BASF Group company.

(2) BASF merely provides access to myBASFWorld under these Terms of Use. The Customer has no further claims against BASF for the conclusion of further or a minimum number of contracts via. BASF as the provider of myBASFWorld is not responsible for any contracts concluded in the context of platform use (in particular purchase contracts), but only the respective BASF Group company offering the platform [see also Section 10 (2) below].

5 Prices and terms of payment

The relevant prices and terms of payment always result either from the respective product presentation in myBASFWorld or, if applicable, primarily from a framework agreement entered into between the Customer and the selling BASF Group company.

6 Provision of myBASFWorld

(1) BASF shall provide access to and use of myBASFWorld to a reasonable extent. BASF will provide access to myBASFWorld in a hosted environment that enables the Customer to use myBASFWorld via the Internet without having to install and operate the software on its own IT infrastructure.

(2) BASF will use reasonable efforts to maintain the availability of myBASFWorld for use by the Customer at the gateway between the public Internet and BASF's network of hosting servers. myBASFWorld is "available" when it is usable at the gateway between the public Internet and BASF's network of hosting servers.

(3) BASF endeavors to ensure uninterrupted operation of myBASFWorld during BASF's normal business hours in Germany. The Customer may also be able to access myBASFWorld outside BASF's normal business hours in Germany. However, due to the nature of the Internet and computer systems, BASF does not guarantee the uninterrupted operation of

myBASFWorld and assumes no liability for the availability of the application or services provided, **to the extent that such outage is beyond BASF's reasonable control.**

(4) BASF reserves the right to restrict access to myBASFWorld in whole or in part, temporarily or permanently, due to maintenance work, capacity issues and other events for which it is not responsible. In principle, BASF will maintain myBASFWorld outside normal business hours **in Germany**, unless an urgent event requires maintenance during normal business hours.

7 Obligations of the customer

(1) The Customer is solely responsible for all content that he/she **personally** uploads, publishes or otherwise makes accessible via myBASFWorld. BASF does not check the content, in particular not for completeness, correctness, legality, availability, quality and suitability for a specific purpose.

(2) The Customer is prohibited from any activities on or in connection with myBASFWorld that violate applicable law, infringe the rights of third parties or violate the principles of the protection of minors.

(3) In addition, the Customer is also prohibited from carrying out the following activities, irrespective of any violation of the law:

- i. the distribution of viruses, Trojans and other harmful files;
- ii. sending junk or spam mails and chain letters;
- iii. the distribution of abusive, offensive, sexually oriented, obscene or defamatory content or messages, as well as content or messages that are likely to promote or support racism, fanaticism, hatred, physical violence or unlawful acts (either explicitly or implicitly);
- iv. harassing other Customers, e.g. by making multiple personal contacts without or against the other Customer's response, and encouraging or supporting such harassment;
- v. requesting other Customers to disclose passwords or personal data for commercial or unlawful purposes;
- vi. the distribution and/or public reproduction of content available on myBASFWorld.

(4) The Customer is obliged to keep its access data to his Customer account secret and to protect it from access by third parties. If the Customer becomes aware of the loss or misuse of his access data or if there is a suspicion of misuse of his customer account,

the Customer must inform BASF immediately. Disclosure of the access data to third parties is prohibited.

(5) **Without prejudice to the indemnification obligations set out in section 11,** The Customer indemnifies BASF (including members of the company and any service recipients, their employees, officers, directors, shareholders, agents, successors and assigns) against any claims, actions, damages, costs, fines and expenses (including reasonable attorneys' fees and expenses) or other liability arising out of or in connection with the Customer's content on myBASFWorld.

(6) BASF reserves the right to exclude Customers from using myBASFWorld, in particular if these Terms of Use, applicable law or the rights of third parties are violated. BASF is entitled to block or delete all content if it violates these Terms of Use and/or applicable law. However, BASF undertakes to inform the Customer of the deletion of his infringing content subsequently and, in the event of his Customer account being blocked, in advance.

(7) The Customer shall test the functions offered on myBASFWorld to an appropriate extent before using them in a production environment and shall verify their suitability for its specific business purposes in advance. The Customer shall inform BASF without undue delay of any errors, malfunctions, or impairments of functionality identified.

(8) To the extent that any functionality on myBASFWorld provides information, evaluations, or recommendations based on input from the Customer, the Customer is responsible for conducting its own investigations and analyses of all information, evaluations, or recommendations provided within the scope of such functionality in order to ensure that they are suitable for the Customer's intended purpose.

(9) Without prejudice to the limitation of liability in Section 10, BASF provides no express or implied warranties or guarantees regarding non-infringement of third-party rights, the accuracy or completeness of the technical advice provided, or the information supplied or recommendations made by BASF or its representatives with respect to the formulation, use, or application of a product or the results that may be achieved in connection with the formulation, use, or handling of a product. The

Customer and the organization on whose behalf the Customer accesses and uses the functionality shall bear full responsibility for quality control, testing, and determining the suitability of such information or the products referred to therein for the intended application or use, as well as for confirming the Customer's freedom to operate.

8 Rights of use to myBASFWorld

1) Upon successful registration, BASF grants the Customer the non-exclusive, non-transferable and revocable right, limited in time to the duration of the registration, to use myBASFWorld in accordance with these Terms of Use. The content available on myBASFWorld is protected by copyright or other industrial property rights. The owners of the rights are BASF, its business partners or other third parties who have made the respective content available. myBASFWorld and the content made available on myBASFWorld may therefore not be changed, expanded, edited, copied and/or otherwise distributed by the Customer.

(2) The Customer undertakes not to reproduce, distribute, modify or create derivative works from myBASFWorld or other components thereof and not to reverse engineer or decompile myBASFWorld, unless this is permitted under mandatory law.

(3) Insofar as the Customer publishes content on myBASFWorld, the Customer grants BASF a non-exclusive, worldwide, perpetual and free right to use the content for the operation of myBASFWorld.

9 Duration of use and termination

(1) These Terms of Use are concluded for an indefinite period and may be terminated by either party at any time with immediate effect without stating reasons. The Customer may terminate these Terms of Use and the associated rights of use, e.g. by deleting its Customer account in accordance with these Terms of Use. BASF may terminate the Customer's right to access and use the portal at any time, in particular if the customer violates these Terms of Use.

(2) The user relationship shall end automatically at the latest upon termination of the operation of myBASFWorld by BASF.

(3) The right of either party to terminate these Terms of Use with immediate effect for good cause remains unaffected.

(4) Upon termination of these Terms of Use, the Customer shall immediately cease using

myBASFWorld and acknowledges that BASF may block the Customer's access to myBASFWorld.

10 Rights in the event of defects and limitation of liability

(1) Insofar and as long as myBASFWorld is made available to the Customer free of charge, BASF shall not be liable to the Customer for defects in the functions of the application and its documentation or for other poor performance.

(2) As a service provider, BASF is responsible for its own content and information provided in myBASFWorld in accordance with applicable laws; however, BASF is not obliged to monitor transmitted or stored third-party information. Such content will be removed or blocked immediately upon becoming aware of a specific infringement.

(3) Further claims for damages and reimbursement of expenses by the Customer (hereinafter referred to as "claims for damages"), irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded. If and insofar as this usage relationship is subject to tenancy law regulations, the provider's strict liability for defects already existing at the time of conclusion of the contract pursuant to Section 536 a (1) (1st alternative) BGB is excluded.

(4) The above limitations of liability shall not apply where liability is mandatory, e.g. under the Product Liability Act, in cases of intent and gross negligence, due to injury to life, limb or health, due to the assumption of a guarantee or due to fraudulent intent or intent.

(5) All claims by the Customer arising out of or in connection with the use of myBASFWorld must be asserted within one (1) year from the time at which the Customer became aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence. This shall not apply to claims arising from injury to life, body, or health, or from intentional or grossly negligent conduct.

11. Indemnification

(1) BASF shall indemnify, defend, and hold harmless the Customer and its representatives against any losses incurred by such parties in connection with third-party claims alleging that myBASFWorld or access thereto infringes or misappropriates third-party intellectual property rights. In the event that BASF reasonably concludes that the platform is likely

to become the subject of a third-party claim, BASF shall, at its own expense:

(i) procure for the Customer the right to continue using myBASFWorld in accordance with these Terms of Use;

(ii) replace the infringing components of myBASFWorld with other components of equivalent functionality; or

(iii) modify myBASFWorld in an appropriate manner so that it is no longer infringing and provides equivalent functionality.

If, at BASF's discretion, none of the foregoing options is available on commercially reasonable terms, BASF shall be entitled to terminate this agreement without further liability towards the Customer.

Notwithstanding the foregoing, BASF shall have no obligation to indemnify, defend, or hold harmless the Customer or its representatives with respect to any infringement claim arising out of or based on:

(i) a BASF product or service outside the scope of these Terms of Use;

(ii) any use of myBASFWorld not in accordance with the documentation or these Terms of Use;

(iii) any unauthorized modifications, changes, or implementations of myBASFWorld made by or on behalf of the Customer (other than by BASF);

(iv) the use of myBASFWorld in combination with modules, devices, hardware, software, equipment, or services not provided or expressly authorized in writing by BASF; or

(v) the use of the platform in a manner or for a purpose for which it was not designed.

The indemnification obligations and remedies set forth in this paragraph (2) shall constitute the Customer's sole and exclusive remedy, and BASF's sole and exclusive liability, with respect to all infringement claims described herein.

(2) Procedure: The indemnification obligations set forth in paragraphs (1) and (2) shall apply provided that the indemnified party:

(i) promptly notifies the indemnifying party in writing of the relevant claim; however, any failure or delay in such notification shall not relieve the indemnifying party of its indemnification obligations to the extent that the defense against the claim is not materially prejudiced thereby;

(ii) provides the indemnifying party, at the indemnifying party's expense, with reasonable assistance and cooperation in defending the claim; and

(iii) grants the indemnifying party sole control over the defense of the claim as well as any settlement negotiations or other amicable resolutions, provided that the indemnifying party shall not, without the prior consent of the indemnified party, make any admission or concession that gives rise to liability or other obligations on the part of the indemnified party.

11-12 Data protection

BASF complies with all applicable data protection regulations. Further information can be found in BASF's current privacy policy.

12-13 Confidentiality

1) The Customer is obliged to treat as confidential and keep secret any confidential information that comes to his knowledge, in particular in connection with the use of myBASFWorld.

(2) "Confidential information" is all information of BASF:

- i. about the functionalities of myBASFWorld;
- ii. concerning business and trade secrets, in particular those marked as "confidential"; and
- iii. which - verbally, in writing, electronically or in any other form - are recognizable as confidential at the time of disclosure or knowledge due to the circumstances of disclosure or their nature.

(3) Excluded from this obligation is such Confidential Information

- i. which was demonstrably already known to the Customer at the time of conclusion of the Terms of Use or which subsequently becomes known to the customer through a third party without this being in breach of confidentiality agreements, statutory provisions or official orders
- ii. which are publicly known at the time of conclusion of the contract or subsequently become publicly known, unless this is due to a breach of these Terms of Use
- iii. which must be disclosed by law or by order of a court or public authority. To the extent permissible and possible, the Customer obliged to disclose will inform BASF in advance and give BASF the opportunity to take action against the disclosure.

(4) This confidentiality obligation shall survive the termination of the Terms of Use for a period of five [5] years unless BASF and the Customer have otherwise agreed to a longer period of confidentiality.

13-14 Changes to the terms of use

(1) BASF reserves the right to amend these Terms of Use with regard to any equivalence disruptions or loopholes and to subject the use of myBASFWorld by the Customer to new or further Terms of Use, whereby the aforementioned amendments will expressly not relate to the content of the services provided by BASF through myBASFWorld. Also excluded are changes that affect the main contractual obligations of the parties; these cannot be changed unilaterally as described in this clause.

(2) BASF will notify the Customer of the amended Terms of Use at least four (4) weeks before the planned entry into force via the e-mail address provided during registration and will separately point out the new regulations and the date of the planned entry into force. At the same time, BASF will grant the Customer a reasonable period of at least two (2) weeks to terminate the contractual relationship with BASF based on these Terms of Use without notice if the Customer does not agree with the amended Terms of Use. The Customer may exercise his right of termination, for example, by deleting its user account and thus ceasing to use the services. BASF will inform the Customer of its right of termination, the applicable notice period and the significance of remaining silent when announcing the amended Terms of Use.

(3) If no notice of termination is given by the Customer within the aforementioned period, the amended terms and conditions shall apply upon expiry of the period.

14-15 Other

(1) Should one or more provisions of these Terms of Use be invalid or unenforceable due to a breach of applicable law or for other reasons, the remainder of the Terms of Use shall remain valid. ~~The invalid or unenforceable provision shall be replaced by a valid, enforceable provision that comes closest to the mutual understanding of the parties.~~

(2) The validity, interpretation and performance of this contract shall be governed by the substantive law of the Federal Republic of Germany, excluding the conflict of laws provisions and the United Nations



We create chemistry

Convention on Contracts for the International Sale of Goods of April 11, 1980.

(3) Ludwigshafen am Rhein is agreed as the exclusive place of jurisdiction for all disputes arising from or in connection with these Terms of Use.