

General Conditions of Purchase ("GCP") for Belgium

1. DEFINITIONS AND INTERPRETATION

- 1.1. In these GCP and PO, the following terms shall have the following meaning:
- 1.1.1. **'Affiliate'** means a Buyer Affiliate or a Supplier Affiliate, as the case may be.
 - 1.1.2. **'Agreement'** shall have the meaning as set out in clause 3 (Agreement).
 - 1.1.3. **'Buyer'** means the Buyer entity named in the PO that purchases the Goods and/or Services.
 - 1.1.4. **'Buyer Affiliate'** means (i) any legal entity directly or indirectly Controlled by Castrol Group Holdings Limited or by any legal entity which directly owns 100% of the share capital of Castrol Group Holdings Limited, excluding the Buyer; and/or (ii) a firm, undertaking, joint venture, association, partnership or other form of business organisation in or through which either an entity described in (i) above or the Buyer directly or indirectly performs as a designated operator or exercises control (directly or indirectly) regarding the management or operations of such entity and in which it directly or indirectly has an ownership, production sharing, or other economic interest.
 - 1.1.5. **'Buyer HSSE Requirements'** means all regulations, requirements, procedures, practices, systems and policies applicable at a Buyer or Buyer 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 HSSE matters, including but not limited to, the contents of the Buyer Local Operating Management System Handbook and all applicable Buyer or Buyer Affiliate operating procedures and practices that apply to the provision of any equipment and the supply of the Goods and/or Services.
 - 1.1.6. **'Control'** means, in relation to an organisation, the power of a person to require that the affairs of the relevant organisation are conducted in accordance with the wishes of that person and includes, but is not limited to, owning fifty percent (50%) or more of the stock, equity or property of such legal entity, or having the right to appoint fifty percent (50%) or more of the members or owner representatives of such legal entity.
 - 1.1.7. **'Delivery Address'** shall mean the delivery address specified in the PO at which the Goods and/or Services are to be delivered.
 - 1.1.8. **'Goods and/or Services'** shall mean any goods, services and other items to be provided by the Supplier as detailed in the Purchase Order.
 - 1.1.9. **'HSSE'** means health, safety, security and the environment.
 - 1.1.10. **'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.
 - 1.1.11. **'Personnel'** means the person or persons to be provided by the Supplier and/or Sub-Contractor for the purposes of performing the Goods and/or Services.
 - 1.1.12. **'Purchase Order'** or **'PO'** means the completed purchase order document issued by Buyer together with any documents referred to therein and these General Purchasing Terms and Conditions.
 - 1.1.13. **'Sales Tax'** means any applicable federal, state, local sales and value added taxes and other similar taxes.
 - 1.1.14. **'Sub-Contractor'** shall mean any party to whom the Supplier has sub-let the supply of Goods and/or Services or any portion thereof.
 - 1.1.15. **'Supplier'** means the person, firm or company named in the Purchase Order.
 - 1.1.16. **'Withholding Tax'** means any fee, tax, charge or deduction of whatever nature imposed by the fiscal authorities in the country of tax residence of Buyer on any sum payable by Buyer to the Supplier for the fees under the PO.

2. GENERAL

- 2.1. This PO, including all items incorporated herein by reference, constitutes the entire Agreement of the parties with respect to this transaction.
- 2.2. All POs are issued pursuant to these General Conditions. In the event of any conflict between these General Conditions and the provisions of the completed PO, the latter shall prevail. Please acknowledge acceptance of this order, by signing and returning one copy of the PO. Shipment of any part thereof constitutes acceptance of the PO. Failure by the Supplier to meet any terms or conditions stated herein may be considered for cancellation or rejection at no cost to Buyer.

- 2.3. Any terms and conditions of the Supplier's order acknowledgment, invoices, shipping documents or any other documents at variance with or in addition to those provided in this PO shall not apply. No modification or supplementing of the terms hereof shall be effective unless made by an official amendment to this PO legally duly signed by Buyer.
- 2.4. No oral agreements or statements shall have effect unless confirmed by the issue of an official amendment to this PO legally duly signed by Buyer.
- 2.5. Orders or call offs placed by Buyer with reference to this Agreement and accepted by the Supplier after the expiry date of this Agreement, will be executed with respect to all the conditions of the most recent version of this Agreement and the agreed change notices, except for those conditions that are subject of an explicit reservation as defined in the order acknowledgement of the Supplier and then confirmed and accepted by Buyer.

3. AGREEMENT

- 3.1. Buyer agrees to purchase the Goods and/or Services from the Supplier and the Supplier agrees to supply the Goods and/or Services in accordance with terms and conditions set out in these General Conditions of Purchase and the PO (which together constitute the 'Agreement'). In the event of any conflict between these General Conditions of Purchase and the PO, the latter shall prevail.
- 3.2. All notices hereunder shall be in writing and shall be effective when received.

4. PURCHASE ORDER PRICE

Unless otherwise specified in the PO, prices shall be firm and fixed and not subject to increase. Price shall include all tax, duty, fee or charge of any kind and subject to deduction for charges or losses due to outage or defects or non-compliance with sample, specifications or delivery date. All cash discounts shall be computed from the date of receipt by Buyer of a correct invoice or Goods and/or Services whichever is later.

5. INVOICING AND PAYMENT

- 5.1. Buyer shall pay for the Goods and/or Services upon receipt of a valid Sales Tax compliant invoice in accordance following delivery or completion of the Goods and/or Services to Buyer's satisfaction.
- 5.2. Invoices shall be submitted bearing the PO number, description of the items with item numbers, the net price for each item including point of shipment and how shipped and addressed to the address specified in the PO.
- 5.3. Subject to Buyer's approval, payment will be effected in the currency stated in the PO, within the payment terms stipulated on the PO after receipt of a correctly made out invoice. If no payment terms are stipulated on the PO, the payment terms will be 60 days following receipt of correct invoice. Payment is deemed to have been made when the order of payment is received by the Supplier's bank.
- 5.4. Buyer shall be entitled to set off any amount owing from the Supplier or any affiliated company of the Supplier, to Buyer, or any of its affiliated companies, against any amount payable by Buyer in connection with this PO.

6. TAX RESPONSIBILITIES AND INDEMNITY

- 6.1. The Supplier shall pay, and shall procure that its Sub-Contractors shall pay all taxes properly and lawfully assessed or imposed on the Supplier or its Sub-Contractors by any competent tax authority in connection with the performance of the PO.
- 6.2. On request, the Supplier shall supply and shall procure any Sub-Contractor to supply to Buyer such information as Buyer may reasonably require to comply with any tax laws (including but not limited to, any claim for any allowances or relief's or to contest an assignment on or liability for tax).
- 6.3. The Supplier shall indemnify Buyer and hold Buyer harmless from and against any loss, liability, damage or claim including but not limited to legal costs incurred by Buyer as a result of breach by the Supplier or any Sub-Contractor of any of the obligations under this Clause 6 and all actions, proceedings, claims, damages, charges, costs and expenses whatsoever in relation thereto.
- 6.4. All charges for Goods and/or Services provided in accordance with the PO are exclusive of any applicable Sales Tax.
- 6.5. Buyer shall, where required by law, deduct Withholding Tax on all amounts payable under the PO and it shall forward the relevant withholding or deduction certificate or certificates as soon as reasonably practicable and in any event within 180 days of the withholding or deduction of the relevant tax to the Supplier.

7. WARRANTIES

- 7.1. The Supplier warrants, represents and undertakes to the Buyer that:

- 7.1.1. all Goods and Services shall be provided:
 - 7.1.1.1. with reasonable skill and care;
 - 7.1.1.2. in a safe, efficient and competent manner and in accordance with the reasonable instructions of the Buyer or anyone authorised on behalf of the Buyer; and
 - 7.1.1.3. in accordance with industry best practice, the specifications and all other standards or requirements notified to and/or agreed with the Supplier.
- 7.1.2. the Goods and any Developed Work shall:
 - 7.1.2.1. be of satisfactory quality and free from defects in material, fabrication and workmanship;
 - 7.1.2.2. operate strictly in accordance with the specifications and all other requirements notified to and/or agreed with the Supplier;
 - 7.1.2.3. where applicable, have identical chemical and physical properties and levels of performance (except to the extent stated in or required by the specification) to the most recent production sample of the Goods that was tested and approved by the Buyer prior to delivery of such Goods; and
 - 7.1.2.4. be suitable for any specific purpose (whether or not set out in the specifications or otherwise in the PO) for which the Supplier knew such Goods would be used by the Buyer.
- 7.1.3. Goods and any Developed Work shall be vested by the Supplier in the Buyer with full legal, beneficial and unencumbered title.
- 7.1.4. the Goods, Developed Work, and any other materials provided by the Supplier to the Buyer or the Buyer Affiliates, and their possession, use, manufacture, packaging, sale and delivery by the Supplier and/or the Buyer, and the agents and customers of the Buyer, shall not infringe the intellectual property rights of any other person;
- 7.1.5. it has and shall at all times have all rights (including intellectual property rights), licences and governmental body approvals, permits or authorisations, in each case required to perform its obligations under the Agreement; and
- 7.1.6. it will not do anything or say anything (or omit to do or say anything) which is harmful, detrimental or prejudicial to or which adversely affects the name, image, reputation or business of the Buyer or any Buyer Affiliates, or any of their products or services.
- 7.2. The Supplier's warranty shall extend to Buyer, its assigns, customers and users of its products.
- 7.3. Unless otherwise agreed, the Supplier's warranty for the Goods and/or Services shall be 12 months from the date of Acceptance of Goods and/or Services.
- 7.4. Without prejudice to any other right or remedy available to Buyer, if there is a Defective Supply, the Buyer may elect the following remedies at its discretion:
 - 7.4.1. to reject the Goods (in whole or in part) and return them to the Supplier at the risk and expense of the Supplier;
 - 7.4.2. to give the Supplier the opportunity at the Supplier's risk and expense to remedy any Defective Supply, in which event the Supplier shall remedy the Defective Supply with all possible speed and shall promptly reimburse the Buyer for all costs, expenses and damages incurred by the Buyer in connection therewith (including transportation and any other costs);
 - 7.4.3. to remedy the Defective Supply (either itself or by engaging another person to remedy the Defective Supply) and to recover from the Supplier all costs, expenses and damages incurred by the Buyer in connection therewith (including transportation and any other costs). If the Buyer exercises this right the Supplier shall at its own risk and expense provide all reasonable assistance to the Buyer and/or any person engaged by the Buyer in relation to the remedy of the Defective Supply, including without limitation access to premises, Personnel, Equipment and Sub-Contractors, as required by the Buyer or the person engaged by the Buyer; and/or
 - 7.4.4. to withhold payment of all amounts that would otherwise be payable in relation to the Defective Supply

- 7.5. Supplier further warrants that the manufacture, the sale or the use as specified herein of the articles described herein do not violate any rights of third parties - on whatever legal basis they are founded - any applicable ceiling prices or any provisions of labour legislations. The Supplier further warrants that the manufacture, the sale or the use as specified herein of the articles are subject to existing accident prevention rules.

8. QUALITY AND INSPECTION

All Goods and/or Services covered in the PO are subject to inspection by Buyer, but any inspection shall not relieve the Supplier from responsibility for (visible or hidden) defects to the Goods and/or Services or compliance with the PO. The Supplier agrees to provide certificates of analysis or official inspection reports for the Goods and/or Services as requested by Buyer.

9. SUPPLY AND DELIVERY

- 9.1. Delivery shall be in accordance with the requirements set out in the PO and the Supplier shall supply Goods and/or Services within any time periods and at the locations specified in the PO. Strict compliance with such requirements is the essence of the PO.
- 9.2. Buyer shall return Goods delivered in error or in excess quantity at the Supplier's expense. The Supplier shall, in respect of incorrect deliveries, arrange for prompt redelivery of Goods and/or Services under the PO at no additional cost to Buyer.
- 9.3. Until actually delivered to the location specified in the PO by Buyer, the Goods and/or Services shall remain at the Supplier's risk. This liability shall cease immediately after the Goods and/or Services are fully delivered to Buyer at the receiving point or the Goods and/or Services or parts thereof are fully installed/delivered as instructed on the PO.
- 9.4. Risk in the Goods shall pass to Buyer upon their delivery into Buyer's possession. Without prejudice to Buyer's rights of rejection, title to and ownership of any Goods (and materials in the case of the supply of Services) shall pass to Buyer on delivery or if earlier when payment or part payment for such Goods or materials is made by Buyer.
- 9.5. Upon shipment of the Goods the Supplier shall inform Buyer of the date shipped, routing, estimated time of arrival and other details pertaining to transport.
- 9.6. No variation to the ordered quantity may be shipped without the written consent of Buyer recorded in a formal PO amendment.
- 9.7. If the Supplier is unable to ship and/or deliver any Goods and/or Services as required under the PO, it must inform Buyer immediately in writing giving full details.
- 9.8. The PO number must be stated on all packages and papers. Each package or shipment has to include a list of contents with the items specifications.
- 9.9. Buyer does not recognise any retention of title by the Supplier.
- 9.10. In the case of non-observance of the delivery terms as specified in the PO, Buyer shall have the right at its option, without extension of such terms, to demand, (1) subsequent delivery and payment for damages for delayed delivery or (2) payment of damages for non fulfilment or to cancel all or any part of the PO.
- 9.11. The Supplier guarantees to Buyer that the Supplier, the Contractors, the Personnel and any other persons engaged for the purpose of the PO possess a high degree of expertise in their relevant disciplines and also possesses the necessary know-how with respect to regulations concerning Health, Safety, Security, Environment and Quality (the so-called 'HSSEQ'-regulations), which are applicable to the premises of Buyer and/or relevant to this PO, and that the Supplier, the Contractors, the Personnel and all persons engaged for the purpose of the PO shall strictly comply with the aforementioned regulations.
- 9.12. If in the opinion of Buyer any persons engaged for the purpose of the PO are not adequately qualified and expertised, Buyer has the right to order the removal of such persons from the premises, and the Supplier shall be obliged to replace them with persons satisfactory to Buyer.

10. ACCEPTANCE OF GOODS AND/OR SERVICES

- 10.1. The Supplier shall request confirmation of acceptance of Goods upon completion of delivery of the Goods or confirmation of acceptance of Services upon completion of the Services.
- 10.2. Acceptance of Goods and/or Services shall only be effected upon the Buyer's written confirmation to the Supplier of its acceptance of such Goods and/or Services ("Acceptance of Goods and/or Services.")

10.3. Acceptance of Goods

- 10.3.1. Notwithstanding the above, or any delivery note, acknowledgement of receipt or other document received, signed or acknowledged by the Buyer in connection with delivery, the Buyer shall not be deemed to have accepted any Goods until it has had reasonable time to inspect them following delivery or, in the case of any latent defect in the Goods, until a reasonable time after the latent defect has become apparent and during such time the Buyer has not given notice of any defects in the Goods.

10.4. Acceptance of Services

- 10.4.1. The Services shall not be regarded as having been completed or accepted until confirmed in writing by the Buyer.

11. DRAWINGS AND TECHNICAL DATA

Technical information (including drawings, specifications, electronically recorded data, computer programs and calculations) and any intellectual property rights therein developed during or ensuing from the performance by the Supplier of its obligations under the PO shall fully belong to Buyer.

12. TERMINATION

- 12.1. Without prejudice to any other rights and remedies of Buyer under the Agreement or otherwise at law, Buyer may, without penalty, terminate the affected PO and/or the Agreement forthwith, and without court intervention, by written notice to the Supplier if:

- 12.1.1. The Supplier breaches any of the terms of the Agreement or any PO and (if such breach is remediable) fails to correct such breach within a period of seven (7) days (or such longer period as Buyer may agree in writing); or
- 12.1.2. The Supplier requests delay of payment, shall become insolvent, be declared bankrupt or go into liquidation, or shall pass a resolution for winding up (other than for the purposes of amalgamation or reconstruction) or if a court shall make an order to that effect, or shall have a receiving order made against it; or
- 12.1.3. The Supplier breaches any of the provisions with respect to HSSE, IP Infringement Warranty, Reputation Warranty, Code of Conduct, Anti-Bribery and Corruption, Compliance with laws including the Business and Human Rights Policy and Compliance with International Trade Regulations and/or Confidentiality and Digital Security as detailed in the Agreement and/or any PO or, in Buyer's sole judgement, fails to meet the required standard of safety performance.

- 12.2. Buyer may terminate the Agreement and/or any PO for any reason whatsoever on written notice.

- 12.3. In the event that Buyer serves notice of termination, the Supplier shall be entitled to remuneration only in respect of the Goods delivered or Services performed up to the date of termination.

- 12.4. In the event that Buyer serves notice of termination, the Supplier shall carry out Buyer's instructions in regard to termination, including termination of Sub-Contractors services where necessary and Buyer shall pay the Supplier in respect of the Goods delivered or Services performed up to such termination in accordance with the terms of the Agreement.

- 12.5. The Supplier shall not have the right to terminate or rescind the Agreement or accept any repudiation of the PO in any circumstances, except as set out in the Agreement.

13. LIABILITY AND INDEMNITY

- 13.1. The Supplier shall indemnify and hold harmless Buyer, its employees, its contractors and agents against any of all claims, suits, judgments and expenses (including attorneys' fees) and any other liabilities or losses arising out of or in connection with (1) any death or injury to any person, or (2) damage to any property, or (3) any damage or loss by whomsoever suffered resulting from any defect in the Goods and/or Services covered hereby, or (4) any direct claim or attachment made against or under Buyer.

- 13.2. The Supplier shall also indemnify Buyer from and against any and all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees suffered or incurred by Buyer or any Buyer Affiliate arising out of, or in any way connected with a breach by the Supplier of any of the provisions of clauses with respect to IP Warranties, Reputation Warranty, HSSE Requirements, Anti-Bribery and Corruption, Compliance With Laws including Business and Human Rights and Compliance with International Trade Regulations and/or Confidentiality and Digital Security of these General Purchasing Terms and Conditions and/or any PO.

14. FORCE MAJEURE

- 14.1. In the event of contingencies beyond the reasonable control of either party hereto interfering with the, transportation or consumption of the Goods or Services covered hereby or with the purchase or supply of any raw material used in connection therewith (any such event referred to as 'Force Majeure'), neither party shall be liable to the other and this order shall remain unaffected except that Buyer at its option without liability (1) may elect either to have the quantities so affected eliminated from this order or (2) to the extend the period for delivery of the quantities so affected by the period that the effects of 'Force Majeure' persist.
- 14.2. If the Supplier is affected by 'Force Majeure', it will allocate its available supply, from all sources, of the Goods and/or Services covered hereunder among its written contract customers in a fair and equitable manner but in no event will the percent reduction of the amount the Supplier makes available to Buyer be greater than the percent reduction of the Supplier's total available supply. In the event the Supplier reduces or delays the delivery of Goods and/or Services to Buyer pursuant to this paragraph for more than thirty (30) days, Buyer may at any time thereafter terminate this order upon notice to the Supplier without liability.

15. INSURANCE TO BE PROVIDED BY SUPPLIER

- 15.1. Without prejudice to the provisions of Clause 13 (Liability and Indemnity), Supplier shall procure or cause to be procured and shall maintain in effect insurances with insurers having and maintaining a minimum S&P rating of "A-", or an equivalent rating from another internationally recognized rating agency, which are appropriate to its level of obligation and liability under the PO and consistent with reasonable and prudent industry standards including product liability insurance which shall contain an Indemnity to Principals clause and all insurances required by applicable Laws.
- 15.2. In so far as the Supplier's insurance does not protect Sub-Contractor(s) and suppliers, the Supplier shall, at no additional expense to Buyer, effect and maintain the required insurance or procure that its Sub-Contractor(s) and suppliers have suitable insurance as required by the Agreement.
- 15.3. The Supplier shall obtain and ensure its Sub-Contractors obtain from its underwriters a waiver of all rights of subrogation against Buyer.
- 15.4. The Supplier shall, if so requested, provide evidence of all insurances required herein, including any renewals thereof, and shall provide certificates with respect to the policies carried, together with any other relevant information Buyer may reasonably require.

16. INTELLECTUAL PROPERTY INDEMNITY

The Supplier agrees to indemnify and hold Buyer harmless from and against any loss, liability, damage or claim including but not limited to legal costs incurred by Buyer as a result of the infringement or alleged infringement of any patent rights, registered or unregistered design, copyright trademark or name or any other intellectual or industrial property rights relating to the Goods and/or Services to be supplied under the PO. Further, at Buyer's option, the Supplier shall defend at the Supplier's expense any suit which if successful would entitle Buyer to invoke such indemnity.

17. HEALTH, SAFETY, SECURITY, ENVIRONMENTAL AND QUALITY PROVISIONS

- 17.1. The Supplier shall at all times perform its obligations under the PO in a safe and responsible manner and shall observe and comply with all applicable statutory obligations and industry standards.
- 17.2. If Goods and/or Services are to be delivered at a Delivery Address, the Supplier shall also comply with Buyer's policy, regulations and procedures regarding the HSSEQ-regulation applicable in effect at the relevant Delivery Address. The Supplier shall procure that the Sub-Contractors, the Personnel and all other persons engaged for the purpose of the PO abide by the aforementioned policy, regulations and procedures and such directions as may be issued by Buyer's security officers when working at the Delivery Address and other Buyer premises.

18. SAFETY OF GOODS

To enable Buyer to comply with its obligations under applicable health and safety legislation, the Supplier shall provide Buyer with adequate information about any Goods supplied under any PO, the use for which they are designed and tested and about any conditions necessary to ensure such Goods will be safe and without risk to health when handled, stored, transported and used. This information is to be supplied in writing, marked with the relevant PO number and relevant item number(s) and addressed to Buyer as stated in the relevant PO.

19. MISCELLANEOUS APPLICABLE REGULATIONS

- 19.1. Supplier shall comply with the the general HSSEQ requirements of Buyer (Health, Safety, Security, Environmental and Quality Provisions) and the following specific regulations for the Delivery Adress.
- 19.2. The Supplier guarantees to Buyer that the supply of the Goods and/or Services by the Supplier, the Sub-Contractors, the Personnel or any other persons engaged for the purpose of the PO, meets the applicable legal regulations in the

area of safety at work, and that the Supplier shall maintain an effective collaboration with Buyer in the interest of a proper delivery of the Goods and/or Services.

- 19.3. The Supplier shall ensure that its presence or the presence of the Sub-Contractors, the Personnel or any other persons who are involved in the fulfilment of the PO on the company premises of Buyer shall not cause any hindrance to the uninterrupted business operations of Buyer and work of third parties.
- 19.4. During their presence on the company premises of Buyer the persons mentioned in this clause must strictly comply with the legal and HSSEQ-regulations applicable there and the regulations/procedures drawn up by Buyer.
- 19.5. Before a start can be made with the supply of the Goods and/or Services set forth in the PO at a Delivery Address, any persons mentioned in this clause must have been notified by the Supplier to the security department of Buyer, must have attended an induction concerning the regulations drawn up by Buyer with respect to, including but not limited to, safety, and must be in the possession of a valid access pass(es).

20. COMPLIANCE WITH LAWS INCLUDING BUSINESS AND HUMAN RIGHTS AND COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS

- 20.1. The Supplier shall observe and abide by and shall require its Sub-Contractors, Personnel and any other persons engaged for the purpose of the PO 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 PO and shall defend and indemnify Buyer against any loss, liability, damage or claim including but not limited to legal costs incurred by Buyer as a result of or in connection with any alleged infringement of such laws, (local) regulations and by-laws etc. asserted against Buyer arising out of the performance of the PO by the Supplier or any of its Sub-Contractors, Personnel and any other persons engaged for the purpose of the PO.

- 20.2. The Supplier shall observe, abide by and fulfil all tax requirements and requirements of social security.

- 20.3. Without prejudice to the generality of the foregoing, the Supplier shall comply in particular with the following:

- 20.3.1. Buyer would be obliged to withhold 35% of the indebted amount (VAT not included) and pay it to the Belgian Treasury and/or Belgian National Social Security Office if the Supplier were to have any fiscal and/or social debts at the moment of payment by Buyer. This is in accordance with the provisions of Articles 400, 401, 403, 404 and 406 of the Belgian Code of Income Taxes of 1992 (Wetboek Inkomstenbelastingen 1992), as amended from time to time, Article 30bis of the Belgian Act of 27 June 1969 regarding the review of the Act of 28 December 1944 regarding the social security of employees (RSZ Wet), as amended from time to time, and the Belgian Royal Decree of 27 December 2007 relating to the implementation of the foregoing, as amended from time to time.

Foreign Suppliers without a fixed establishment in Belgium must appoint a representative responsible for VAT in Belgium.

The Supplier shall attach to each invoice, a copy, which is dated the dispatch date of the invoice, of the statements which are entered into the database of the Social Security Office and the Belgian Treasury and which show whether any deductions or withholdings need to be carried out at the expense of the Supplier. In the event the Supplier fails to fulfil the obligations stipulated in this clause, the Supplier accepts all liability and shall compensate and indemnify Buyer against tax and social penalties, administrative fines or any increases to be incurred by Buyer for that reason.

- 20.3.2. LIMOSA Legislation –

In relation to the Personnel, the Supplier will respect all obligations as foreseen in the Belgian Act of 27 December 2006 as amended from time to time and its executing Royal Decrees ('LIMOSA'), as amended from time to time. This requires that the Supplier will timely file a LIMOSA declaration for each member of the Personnel performing activities in Belgium who is not submitted to the Belgian social security legislation and who is not exempt from the obligations foreseen in LIMOSA. Moreover the Supplier shall respect in all countries, in relation to the Personnel, all obligations arising from legislation which is similar to LIMOSA.

If the Supplier were not able to prove on the first day of the performance of work that the LIMOSA declaration had been filed, the Agreement will be terminated automatically and without any judicial intervention, without notice nor indemnity in lieu thereof by Buyer nor any other formalities.

- 20.3.3. 'Posting Act' (Wet Terbeschikkingstelling) –

With regard to the Personnel, the Supplier will respect all applicable labour, salary and employment conditions in accordance with Article 5 of the Belgian Act of 5 March 2002 implementing Directive 96/71/EC of 16 December 1996 concerning the posting of workers in the timeframe of the provision of services and introducing a simplified system concerning the keeping of the social documents by companies that are posting employees in Belgium ('Posting Act'), and as amended from time to time. This implies, among other things, that the Supplier shall respect the minimum gross salary as

determined in the collective bargaining agreements concerning working conditions and salary conditions agreed upon in the applicable Joint Committee.

The Supplier shall keep a copy of all legally required documents during the period and in full compliance with any other conditions as required by the applicable legislation implementing the Posting Directive.

- 20.3.4 If the Personnel were to be seconded under Article 12 of Regulation (EC) no. 883/2004 concerning the co-ordination of social security systems, he or she would be rejected by Buyer should the Personnel not possess a 'carrying document' as stipulated in Article 15 of Regulation (EC) no. 987/2009 establishing the implementation of Regulation (EC) no. 883/2004; this 'carrying document' is also known as form A1.

The 'carrying document' mentions the name and address of the employer.

A copy of the 'carrying document' shall be submitted to the supervisory gatekeeper, before the work commences.

Regarding Personnel who are not obliged to pay any social security contributions in Belgium pursuant to any other regulation than Regulation (EC) no. 883/2004 concerning the coordination of social security systems, the Supplier shall prove to Buyer that these employees are lawfully employed in Belgium. This proof must be provided by means of a copy of the posting form as stipulated in the applicable bilateral agreement.

- 20.3.5 Visas, Permits –

At the 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 Buyer premises to perform work related to the delivery of Goods and/or Services. In such cases, the 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 PO.

- 20.3.6 If an employment relationship would be claimed or arise between the Personnel and Buyer, or if Buyer would be held liable on any grounds because of violation of this Clause 20 by the Supplier, the Supplier shall hold Buyer 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 20, and the Supplier shall fully indemnify Buyer in this regard.

- 20.4. The 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 or relevant PO including any which may come into force during the period of the Agreement or relevant PO.

- 20.5. The Supplier confirms that it has carefully reviewed the Buyer Business and Human Rights Policy which is available at the www.castrol.com (or as otherwise notified from the Buyer to the Supplier) website. In connection with the Supplier's performance of the PO and consistent with the Business and Human Rights Policy, the 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:

- 20.5.1. 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;
- 20.5.2. providing workers with written terms and conditions under which they will work in a language understandable to the worker;
- 20.5.3. 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;
- 20.5.4. not withholding travel or other identity documents or otherwise unreasonably inhibiting the free movement of any workers (directly or indirectly);
- 20.5.5. 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
- 20.5.6. avoiding, mitigating or remedying adverse human rights impacts to workers or communities arising from Buyer's activities to the extent practicable.

Failure to comply with this provision may constitute a material breach giving rise to termination pursuant to Clause 12 (Termination).

- 20.6. The Supplier shall ensure that it and – subject to the provisions in Clause 28 below - 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 PO (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Failure by the Supplier and its Sub-Contractors to comply with applicable Trade Restrictions shall constitute a material breach of the PO. The Supplier shall indemnify and hold harmless Buyer against all claims relating to any failure by it to comply with Trade Restrictions.

- 20.7. Except as may be otherwise expressly stated in the PO or agreed in writing by the parties, the 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 Buyer. Upon reasonable request, Buyer shall provide the Supplier, at no cost to Buyer, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. Buyer assumes no responsibility or liability for the Supplier's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.
- 20.8. The 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.
- 20.9. Buyer hereby informs the Supplier that personal data which Buyer receives from the Supplier may be recorded, processed and used by Buyer as, and to the extent, permitted by law (in particular applicable data protection laws) and that Buyer reserves the right to record, process and use such data within such legal boundaries; Buyer may engage third party service providers for the recording, processing and use of such data on behalf of Buyer.
- 20.10. If Buyer engages the Supplier for the recording, processing and use of personal data on behalf of Buyer or if Buyer transfers personal data to the Supplier for other purposes, then the Supplier shall comply with all applicable legal provisions, in particular data protection laws, and, if and to the extent necessary pursuant to such legal provisions, enter into a separate written agreement with Buyer regarding the protection of such data in cases where the Supplier processes data on behalf of Buyer).
- 20.11. Failure to comply by Supplier or its Sub-Contractor(s) with the provisions, incorporated in this Clause 20, may constitute a material breach given rise to termination pursuant to clause 12 (Termination).
- 20.12. **Compliance with International Trade Regulations.** For the purposes of this Clause 20.12, (a) "Restricted Party" shall mean means any person who is: (i) targeted by national, regional, or multilateral Trade Laws, or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons, such that Trade Laws apply and (ii) "Trade Laws" shall mean laws, rules, regulations or equivalent applicable to either party or the Goods expressly including, but not limited to, the laws of the United Kingdom, the laws of the United States of America, the United Nations, and the European Union regarding export controls, trade sanctions, economic sanctions, international boycotts, or other related restrictions including but not limited to those that: a) prohibit or restrict the export or import of goods, services, software, or technology to or from persons and countries specified therein; or (b) would or could expose Buyer or Supplier to punitive measures for violation.
- 20.13. In connection with this Agreement, the parties represent, warrant and covenant as follows:
 - 20.13.1. It is not a Restricted Party;
 - 20.13.2. It shall notify to the other party if, at any time during this Agreement, Clause 20.13.1 becomes inaccurate;
 - 20.13.3. It has complied and shall comply with Trade Laws in connection with all activities associated with the work herein; and
 - 20.13.4. It shall notify the other party if, at any time during this Agreement it becomes aware of or suspects any breach or potential breach of Trade Laws connected with the performance or non-performance of this Agreement.
- 20.14. In connection with this Agreement, and the Goods and/or Services supplied herein, parties represent, warrant, and covenant as follows:
 - 20.14.1. If Supplier is the exporter of record and if the item is controlled under applicable Trade Laws, Supplier has obtained any necessary export control license prior to shipment. Supplier will provide relevant export control information (including export control number and license information) to the Buyer prior to shipment.
 - 20.14.2. If the Buyer is the export of record, upon request, Supplier will provide relevant export control information (including export control number and license information) to the Buyer.
- 20.15. No party shall be obliged to perform any of its obligations under this Agreement, to the extent that:

- 20.15.1. such performance is in violation of, or inconsistent with, any Trade Laws or will or reasonably could result in the imposition of any adverse measures against such party of any of its Affiliates, including the imposition of US secondary sanctions; or
- 20.15.2. such obligations cannot be performed without directly or indirectly requiring any action by any party or Affiliate or their individual employees in violation of or inconsistent with any Trade Laws or will or could result in the imposition of any adverse measures against any such person or entity.
- 20.16. In addition to any other remedies that a party may have under the Agreement or under applicable laws (including, as applicable, the right to damages for breach of contract), a party has the right to immediately terminate, in whole or in part, this Agreement or immediately suspend, in whole or in part, any obligations under this Agreement if the party reasonably believes that the other party has breached any of representations, warranties, or covenants contained within Clauses 20.14 to 20.16. If this Agreement is terminated or suspended based on this clause, neither party will engage in further transactions, including monetary transactions or shipments, without the express consent of both parties.
- 20.17. **Compliance with REACH Regulations** - 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 Buyer) 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 Buyer.
- Supplier warrants and represents that all supplies of the Goods during the Term 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").
- 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.
- Supplier will keep Buyer regularly informed of any changes in the REACH Registration details of any of the substances contained within the Goods.
- If reasonably requested by Buyer for the purpose of legal compliance obligations (and subject to Buyer maintaining the information as confidential in line with clause 24 (Confidentiality) and to the extent that onward disclosure is not required to meet its legal compliance obligations) Supplier shall provide full details of the REACH Registration of any of the substances contained within the Goods.
- Supplier will ensure that the Safety Data Sheet provided to Buyer accurately reflects the REACH Registration and complies with the Safety Data Sheet content requirements of REACH.
- The provision of this clause 20 shall survive the expiration or termination of this Agreement for any reason.

21. CODE OF CONDUCT

In connection with the Supplier's performance of the Agreement, the Supplier agrees to act consistently with Buyer's Code of Conduct which is found at: <http://www.castrol.com/code-of-conduct> 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 Buyer to be a material breach of the Agreement.

22. ANTI-FINANCIAL CRIME

- 22.1. For the purpose of this Clause 22: "Public Official" shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty per cent, and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing.
- 22.2. In connection with this Agreement, Supplier represents, warrants, and covenants as follows:
- 22.2.1. Supplier has complied and shall comply with applicable anti-bribery and/or corruption, anti-money laundering and anti-fraud laws specifically including but not limited to, the laws of the United Kingdom (such as the Bribery Act 2010, the Proceeds of Crime Act 2002 and the anti-fraud legislation set out in s.199 and Schedule 13 of the Economic Crime and Corporate Transparency Act 2023), and the laws of the United States of America (such as the Foreign Corrupt Practices Act of 1977), and all successor legislation;

- 22.2.2. Supplier and its respective owners, officers, directors, employees, and Sub-Contractors have not and shall not:
 - 22.2.2.1. offer, give, promise to give, authorise giving, solicit, accept or agree to accept; to or from any person (including Public Officials and private individuals); directly or indirectly; anything of value (monetary or nonmonetary, without limitation); in order to obtain, influence, induce, or reward any improper advantage; nor
 - 22.2.2.2. engage in tax evasion, money laundering or any type of fraudulent activity, including but not limited to making false or misleading representations; failing to disclose information where there is a legal duty to do so or false accounting; and
- 22.2.3. no Public Official has a personal direct or indirect interest in this Agreement.
- 22.3. Notwithstanding provisions to the contrary, if the Buyer reasonably believes in good faith that the Supplier has breached the provisions within this clause, or that such breach is imminent, the Buyer shall have the right to suspend or terminate this agreement upon notice to the Supplier. Upon termination, the Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities before termination.

23. AUDIT

Notwithstanding the provision in Clause 24, Buyer also shall have the right to audit the relevant records and accounts of the Supplier or its Sub-Contractors in particular in relation to reimbursable items and/or other items paid for by Buyer under the PO at any time until the expiry of twenty four (24) months following the settlement of the final account. Any incorrect payment(s) made by Buyer shall be adjusted in accordance with the findings of the audit. The Supplier shall make all relevant records and accounts available and give the auditors all reasonable assistance and ensure that it's Sub-Contractor(s) comply with such provisions.

24. CONFIDENTIALITY

- 24.1. Unless stated to the contrary by Buyer in writing, all information and materials (and copies and derivatives thereof) obtained or made by the Supplier in connection with the supply of Goods and/or Services to Buyer under the terms of the PO and/or the Agreement, including but not limited to the developed work, shall be deemed to be confidential information of Buyer ("Confidential Information"). The Supplier shall ensure that Confidential Information is treated as confidential, not divulged to any third party and only used to fulfil the Supplier's obligations to Buyer under the PO and/or the Agreement (and for no other purpose). Notwithstanding the foregoing, the 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 Supplier to fulfil its obligations to Buyer under the PO and/or 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 Supplier shall remain liable to Buyer for any breach by such Sub-Contractor(s) and Personnel of the confidentiality obligations imposed on them pursuant to the PO and/or the Agreement.
- 24.2. Upon termination or expiry of the Agreement, the rights granted under the Agreement to use Confidential Information shall immediately cease and the Supplier shall procure the return of all Confidential Information whether held by the Supplier or its Sub-Contractors to Buyer or at Buyer's option procure the destruction of all such Confidential Information and confirm such return/destruction in writing to Buyer.
- 24.3. The obligations under this clause shall continue until the relevant Confidential Information is in the public domain through no fault of the Supplier, Sub-Contractor(s) and/or Personnel.
- 24.4. The Supplier shall protect Buyer's data at all times and will implement relevant industry best practice information security protections and controls, including operating information security management practices, relevant technical controls and ensuring that Supplier Personnel adopt good information security behaviours. The Supplier agrees that it shall immediately notify Buyer of: (i) any actual, threatened and/or suspected unauthorised or unlawful access to, processing, destruction, damage or disclosure of Buyer's data; and/or (ii) any accidental loss of Buyer's data. If an incident referred to in this clause occurs, the Supplier shall provide all necessary assistance as requested by Buyer with notifications that may be required under applicable law including but not limited to the requirements set out in the the General Data Protection Regulation 2016/679. The provisions of this Clause 24 shall survive the expiration or termination of the Agreement and/or a PO for any reason.

25. DIGITAL SECURITY

- 25.1. The Supplier shall implement and maintain appropriate technical and organisational measures; and adequate security programmes and procedures, to prevent any accidental, unauthorised or unlawful access to, processing, destruction, loss, damage or disclosure of the Customer's Confidential Information including, for the avoidance of doubt, Personal Data ("Customer Data") and protect the Supplier's IT systems used to provide the Goods in accordance with applicable laws and industry best practice.
- 25.2. The Supplier shall ensure that the measures outlined in clause 25.1 above include:

- 25.2.1. boundary firewalls and internet gateways to protect Supplier networks and IT systems from the internet and other external networks;
 - 25.2.2. secure configuration of Supplier's networks, IT systems, applications and devices, including encryption of portable devices and removable media;
 - 25.2.3. physical and logical access controls that restrict access to only authorised users to the extent required to perform services or supply goods for the Buyer;
 - 25.2.4. malware protection software that is designed to prevent the introduction of malware into Supplier's IT systems, networks and devices;
 - 25.2.5. patch management practices to identify, assess and apply applicable security patches to Supplier's IT systems, applications and devices; and
 - 25.2.6. training and awareness for Supplier Personnel in information security and the handling of Customer Data in accordance with the terms of these conditions of Contract.
- 25.3. The Supplier shall investigate all suspected accidental, unauthorised or unlawful access to, processing, destruction, loss, damage or disclosure of the Customer Data and/or any cyber-attacks on the Supplier's IT systems ("Security Incident") and promptly notify the Buyer (or such other point of contact as identified by Buyer to Supplier), of any confirmed Security Incident.
- 25.4. If an incident referred to in clause 25.3. occurs due to the Supplier's act or omission, the Supplier shall, at its own cost, provide all necessary assistance as requested by the Buyer, including with notifications that may be required under applicable law.
- 25.5. Where applicable, the Supplier shall co-operate with the digital security assessment and any resulting findings raised in the assessment are to be managed and remediated by the Supplier according to the defined/agreed timelines.

26. DATA PROTECTION

- 26.1. In these GCP:

"Data Protection Laws" means the applicable Laws concerning the protection of Personal Data as they apply from time to time, including but not limited to: (i) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and the (ii) the GDPR as transposed into the national laws of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**"), along with any other applicable privacy or data protection laws of any country, as may be relevant to this Contract.

"Personal Data" means any information relating to an identified or identifiable natural person, which is processed as a result of or in connection with this Contract.

- 26.2. The Parties have not identified that the Goods and/or Services provided under this Contract involve any processing of Personal Data.
- 26.3. In the event that the Buyer wishes to engage the Supplier to process Personal Data, the Parties shall first agree, in accordance with applicable Data Protection Laws, the terms of such data processing in a written data processing agreement.
- 26.4. In any case, both Parties shall comply with all applicable Data Protection Laws as any such law may apply from time to time.

27. PUBLICITY

The Supplier shall not publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any other material of whatever kind relating to the PO, or Buyer's business generally, or make any use of Buyer's trademarks or logos without prior reference to and approval in writing from Buyer. Such consent shall apply to each specific application and relate only to that application.

28. ASSIGNMENT AND SUB-CONTRACTING

- 28.1. The Supplier shall not assign or sub-contract or delegate all or any part of its rights, liabilities or obligations under the Contract without the Buyer's prior written consent, and shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agent, servants or workmen as fully as if they were the acts, defaults or neglects of the Supplier itself. The Supplier shall not materially vary the scope and apportionment of work of any Sub-Contractor without the prior approval of the Buyer.
- 28.2. Any Buyer Affiliate shall have the right to enforce all the same rights as those conferred on Buyer by the Contract but its consent to vary or rescind the Contract is not required.

- 28.3. Subject to Clause 28.2, a party who is not a party to the Contract has no right to enforce any term of the Contract except where expressly stated otherwise and so far as permitted by law.

29. WAIVER

No waiver by either party of any provision of the PO shall be binding unless made by formal written amendment to the PO. Further, any such waiver shall relate only to such matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

30. ENTIRE AGREEMENT

This PO sets forth the entire Agreement between Buyer and the Supplier and supersedes all previous communications, representations or agreements, either written or oral, between the parties with respect to the subject matter hereof. No conditions or terms contained in any quotations, offers, acknowledgements, letters, advice notes, delivery notes, invoices or other communications of the Supplier, shall annul or vary any of the terms and conditions of this PO.

31. GOVERNING LAW AND JURISDICTION

- 31.1. The PO shall be governed by the law of Belgium and the parties submit to the exclusive jurisdiction of the courts of Belgium. The PO and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium. 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.
- 31.2. Any dispute arising from the interpretation, performance or termination of the PO shall be submitted to the courts having jurisdiction at the place of Buyer's principal office in Belgium, provided however, that Buyer shall also have the rights to sue the Supplier in the courts having jurisdiction at the place where the Supplier's principle office is located.

32. LANGUAGE

This Agreement is made in English and Dutch language. In the event of any discrepancy or difference in interpretation between the English version and the Dutch version, the English version shall prevail and be binding upon the Parties.

Clause 32 completes these General Conditions of Purchase for Belgium