

General Conditions of Purchase (“GCP”) for USA

1. Definitions

In these GCP and PO, the following terms shall have the following meaning:

- 1.1 **‘Affiliate’** means a Buyer Affiliate or a Supplier Affiliate, as the case may be.
- 1.2 **‘Buyer’** means the Buyer entity named in the PO that purchases the Goods and/or Services.
- 1.3 **‘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.
- 1.4 **‘Buyer HSSE Requirements’** means all regulations, requirements, procedures, processes practices, systems and policies applicable at the Buyer and 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 health, safety, security and/or environment matters, including but not limited to, the contents of the Buyer local operating management system handbook and all applicable Buyer and Buyer Affiliate operating procedures and practices that apply to the provision of any equipment and the supply of the Goods and/or Services.
- 1.5 **‘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.
- 1.6 **‘Deliverables’** means deliverables, goods, materials, information, work product, and other items, including but not limited to software, apparatus, processes, systems, compositions, formulations, articles, tangible and electronic documents, and works of authorship, information, data, drawings, designs, specifications, manuals, and other items embodied in any tangible or electronic form or medium, created, modified, and/or delivered by or for Supplier in providing Goods and/or Services.
- 1.7 **‘Existing Supply Agreement’** is a written and signed agreement between the Buyer and Supplier which pertains to the Goods and/or Services set forth in the PO and was in effect at the time the PO was issued by the Buyer.
- 1.8 **‘HSSE’** means health, safety, security and the environment.
- 1.9 **‘Insolvency Event’** means in relation to a party, that party becoming bankrupt or insolvent, being unable to pay its debts as they fall due, going into liquidation, having a receiving or administration order made against it or a petition or application made for same, making an arrangement with its creditors, or carrying on business under a receiver, trustee, administrator or supervisor for the benefit of its creditors, or any act is done or event occurring which (under applicable Law) has a similar effect to any of these acts or events
- 1.10 **‘Personnel’** means the personnel (including, without limitation, permanent and temporary employees, agents and contractors) used by or on behalf of Supplier and/or any of its sub-contractors for the purposes of supplying the Goods and/or Services.
- 1.11 **‘PO’** means an order for the supply of Goods and/or Services placed by the Buyer.
- 1.12 **‘Supplier’** means the person, business, company, or other entity named in the PO from whom the Buyer purchases the Goods and/or Services.

2. Entirety

- 2.1. The terms and conditions which govern the provision of the goods (“**Goods**”) and/or services (“**Services**”) described in the PO are limited to these GCP, and formation of any contract is expressly made conditional on Supplier’s assent to these GCP. Supplier’s shipment or provision of any Goods and/or Services will be deemed to be Supplier’s consent to these GCP. The GCP constitute the sole, entire, and exclusive agreement between the Buyer and Supplier in this transaction and supersede all prior discussions, proposals, negotiations, representations, and agreements. The Buyer objects to, rejects, and will not be bound by any additional, different, or inconsistent terms or conditions in Supplier’s proposals, quotes, bid documents, acknowledgements, invoices, or other documents from Supplier, and the Buyer’s acceptance of the Goods and/or Services hereunder does not constitute acceptance of any additional, different or inconsistent terms or conditions on any of Supplier’s documents. Except as explicitly provided for otherwise in these GCP, no conditions, understandings, or agreements purporting to modify or vary these GCP will be binding unless hereafter made in writing and is signed by an authorized representative of each party. If the PO is deemed an acceptance of a prior offer by Supplier, such acceptance is strictly limited to these GCP.
- 2.2. Notwithstanding the foregoing, if there is an Existing Supply Agreement, the Goods and/or Services which are the subject of the PO shall be subject to the provisions of that Existing Supply Agreement and these GCP will not apply.

3. Goods and/or Services Provision

The Buyer shall buy and Supplier shall provide to the Buyer the Goods and/or Services set forth in the PO, subject to these GCP. Supplier shall deliver the Goods and/or Services at the time, in full quantity, and at the location specified in the PO or as otherwise notified by the Buyer. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PO.** The Buyer has the right to make changes in items, amounts, quantities, materials, drawings, designs, specifications, packaging, time and place of delivery and method of transportation under the PO at any time and Supplier agrees to accept such changes. In the event such changes result in additional or lower costs, Buyer and Supplier shall mutually agree on a reasonable and equitable adjustment in the purchase price. If at any time it appears Supplier will not meet the specified delivery date or schedule, Supplier shall promptly notify Buyer in writing of reasons for, and the estimated duration of the delay. If requested by Buyer, Supplier will ship or perform delayed Goods and/or Services by means to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Supplier.

4. Rejections/Returns

Acceptance of any part of the Goods and/or Services delivered shall not bind Buyer to accept future shipments of non-conforming Goods and/or Services, nor deprive Buyer of the right to return non-conforming Goods and/or Services already accepted. Buyer may reject any Goods and/or Services that do not comply with these GCP, and return these to Supplier at Supplier's risk and expense.

5. Termination

- 5.1. Without prejudice to any other rights and remedies of Buyer under the Contract or otherwise at law, Buyer may, without penalty, terminate the Contract forthwith, and without court intervention, by written notice to the Supplier if:
 - 5.1.1 there is a breach by the Supplier of the Contract and (if capable of remedy) the Supplier has failed to remedy the breach within seven (7) days after being notified thereof;
 - 5.1.2 an Insolvency Event occurs in relation to the Supplier; or
 - 5.1.3 the Supplier breaches any of its obligations, warranties, representations and undertakings under Clauses 10.1 (Confidentiality), 10.2 (Digital Security), 12.1 (IP Infringement Warranty), 18 (Code of Conduct), 19 (Anti-Financial Crime), 26 (Compliance with Laws including Business and Human Rights and Compliance with International Trade Regulations), or Appendix 1 (HSSE Provisions) or, in the Buyer's reasonable opinion, fails to meet the required standard of safety performance
- 5.2 Buyer may terminate the Contract and/or any PO for any reason whatsoever on written notice.
- 5.3 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 Contract.
- 5.4 The Supplier shall not have the right to terminate or rescind the Contract or accept any repudiation of the PO in any circumstances, except as set out in the Contract.

6. Payment, Taxes

- 6.1. Supplier shall sell to Buyer the Goods and/or Services at the prices specified in the PO and such prices, except for the Sales Taxes (as defined below) specified in Clause 6.4, are full and complete, inclusive of all costs, including but not limited to expenses, duties, taxes, and customs charges, and Buyer shall not be liable for any taxes, duties, customs charges, packaging, shipping, delivery, freight, storage, or handling charges, fuel surcharges, service charges, minimum or small order charges, or other charges, costs, expenses or amounts, all of which are Supplier's responsibility. Buyer will not allow any Supplier claims or charges for any additional work or materials, or for drayage or packing, and will not permit any substitution of material or changes in price except on prior written authority from Buyer.
- 6.2. The Buyer shall be entitled to an appropriate reduction in price with respect to any shortage, defect, or non conformance of Goods and/or Services ordered or failure to comply with these GCP.
- 6.3. Unless Buyer otherwise informs Supplier in writing, Supplier shall issue a separate invoice for each shipment of Goods and/or each set of completed Services after the Goods and/or Services are delivered to Buyer. Payment terms shall be net sixty (60) days after the receipt by Buyer of an undisputed invoice. If Buyer reasonably and in good faith disputes its obligation to pay part or all of an invoice submitted by Supplier (the "**Disputed Invoice**"), then, upon Buyer's request, Supplier shall rescind the Disputed Invoice and resubmit a new invoice for the undisputed portion of the Disputed Invoice, which Buyer shall pay as required herein. Upon settlement by the parties of any dispute related to a Disputed Invoice, Supplier shall submit an invoice to Buyer for the balance of any additional charges agreed as due and Buyer shall make the appropriate payment as required herein. Buyer's failure to pay the Disputed Invoice will be deemed not to be a breach of the PO or these GCP and Supplier shall continue to perform its obligations under the PO and these GCP notwithstanding any dispute related to invoices.
- 6.4. Supplier shall invoice Sales Tax in addition to charges under the PO to the extent that such is legally required in accordance with the relevant Law (as defined below) in force at the time of making the supply. Buyer agrees to pay all such Sales Tax properly invoiced in accordance with the relevant Law in force at the time of making the supply. If an exemption applies Buyer shall issue and Supplier shall accept the exemption certificate in lieu of invoicing for Sales Tax. Supplier shall be duly registered

in the relevant country, states and localities for the purposes of Sales Tax where such registration is relevant and the legislation so requires. Supplier shall conform with all relevant fiscal requirements and shall separately show all Sales Tax on an invoice. **'Sales Tax'** means any transfer tax, gross receipts tax, compensating use tax, use taxes, sales tax, value added tax, goods and services tax, business tax, consumption tax or other transactional taxes (excluding taxes based on or measured by net income) that are or may be imposed by any governmental tax authority and are arising or payable as a result of the provision of Goods and/or Services.

7. Title and Risk of Loss

Risk of loss and title shall pass from Supplier to Buyer upon delivery of the Goods and Services to Buyer, provided, however, that title will transfer earlier if payment for such Goods and/or Services is made by Buyer.

8. Inspection

Buyer may inspect and test the Goods and Services before, on or after delivery. No payment, acceptance, inspection, test, approval, review, acknowledgment, delay or failure to reject, approve, review, inspect or test, or failure to discover any defect or other nonconformance will relieve Supplier of any obligations under these GCP or impair any rights or remedies of Buyer or imply acceptance of the Goods and/or Services by Buyer.

9. Warranties, OFCCP, Employee Verification

9.1. Supplier represents, warrants and covenants that all Goods, Deliverables, and Services shall: (i) conform to the description, specification and quality specified by Buyer in these GCP, (ii) be provided in a safe and workmanlike manner, with reasonable care, diligence and skill, in accordance with industry best practices, and be of satisfactory quality, free from defects and fit for their particular purpose (whether such purpose is implied or expressly stated in the PO); (iii) comply with, and be provided in accordance with, all applicable laws, regulations, rules, orders, statutes, and other legal requirements (collectively, **"Laws"**), including, without limitation, any applicable health, safety, security, and environmental Laws; (iv) be vested by Supplier in Buyer with full legal, beneficial and unencumbered title, and (v) not infringe any patent, design rights, copyright, trademarks, trade secrets or other intellectual property or proprietary rights in any country (collectively, **"Intellectual Property"**) of any third party. Supplier shall comply with all applicable Laws and Buyer HSSE policies, regulations, and requirements. 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

9.2. **Supplier and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) (protected veterans) and 41 CFR 60-741.5(a) (individuals with disabilities). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** To the extent applicable, the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A (posting notice of employee rights), and the VETS-4212 reporting requirements set forth in 41 C.F.R. § 61-300.10 (veterans' employment reports) are hereby incorporated by reference into this contract.

9.3. Supplier must have a comprehensive program for full compliance with the I-9 employment eligibility verification requirements in accordance with the Immigration Reform and Control Act of 1986 and any additional or supplemental employment eligibility verification requirements, such as E-Verify, and any amendments or additional requirements for employment verification required under state law (hereinafter referred to collectively as "employment eligibility verification requirements"). Supplier's employment eligibility verification requirements compliance program must include both compliance training for all personnel responsible for the employment eligibility verification process for Personnel before they assume that responsibility and periodic internal audits of Supplier's employment eligibility verification process and forms. Supplier is responsible for ensuring that Supplier has timely taken all steps required by any employment eligibility verification requirements and that all of the Personnel assigned any work related to the PO have presented appropriate documents to satisfy the employment eligibility verification requirements, including, but not limited to, any documents required under the Immigration Reform and Control Act of 1986 and any amendments thereto, and Supplier may be asked to provide representations to those facts if requested by Buyer. Further, the development and good faith maintenance of, and adherence to, Supplier's employment eligibility verification requirements compliance program is a condition of doing business with Buyer and failure to comply with this requirement shall be considered a breach of these GCP. Lastly, Supplier agrees to indemnify the Buyer Entities (as defined below) for any damages or expenses, including without limitation reasonable attorneys' fees, incurred by a Buyer Entity arising out of or related to Supplier's failure to ensure that Supplier has timely taken all steps required by any employment eligibility verification requirements and that all of the Personnel providing any Goods and/or Services have presented appropriate documents to satisfy the employment eligibility verification requirements, including, but not limited to, any documents required under the Immigration Reform and Control Act of 1986 and any amendments thereto.

10. Confidentiality, Digital Security, and Data Protection

10.1. Confidentiality

10.1.1 Unless stated to the contrary by the 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 the Buyer under the terms of the Contract, including but not limited to the Developed Work, shall be deemed to be confidential information of the 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 the Buyer under the Contract (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 the Buyer under the Contract (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 Contract prior to receiving Confidential Information. The Supplier shall remain liable to the Buyer for any breach by such Sub-Contractor(s) and Personnel of the confidentiality obligations imposed on them pursuant to the Contract.

10.1.2 Upon termination or expiry of the Contract, the rights granted under the Contract 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 the Buyer or at the Buyer's option procure the destruction of all such Confidential Information and confirm such return/destruction in writing to the Buyer.

10.1.3 The obligations under this Clause 10.1 shall continue until the relevant Confidential Information is in the public domain through no fault of the Supplier, Sub-Contractor(s) and/or Personnel.

10.2. Digital Security

10.2.1 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.

10.2.2 The Supplier shall ensure that the measures outlined in Clause 10.2.1 above include:

10.2.2.1 boundary firewalls and internet gateways to protect Supplier networks and IT systems from the internet and other external networks;

10.2.2.2 secure configuration of Supplier's networks, IT systems, applications and devices, including encryption of portable devices and removable media;

10.2.2.3 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;

10.2.2.4 malware protection software that is designed to prevent the introduction of malware into Supplier's IT systems, networks and devices;

10.2.2.5 patch management practices to identify, assess and apply applicable security patches to Supplier's IT systems, applications and devices; and

10.2.2.6 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.

10.2.3 The Supplier shall investigate all suspected accidental, unauthorised or unlawful access to, processing, destruction, loss, damage or disclosure of the Buyer 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.

10.2.4 If an incident referred to in Clause 10.2.3 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.

10.2.5 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.

10.3. Data Protection

10.3.1. 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.

10.3.2. The Parties have not identified that the Goods and/or Services provided under this Contract involve any processing of Personal Data.

10.3.3. 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.

10.3.4. In any case, both Parties shall comply with all applicable Data Protection Laws as any such law may apply from time to time.

11. Publicity

Supplier shall not use the name or trademark of a Buyer and Buyer Affiliate or make any oral or written statement or perform any act indicating that a Buyer and Buyer Affiliate endorses or approves Supplier or its goods and/or services.

12. Intellectual Property

12.1. Supplier hereby assigns and grants, and shall cause the Personnel, agents and sub-contractors to assign and grant, to Buyer or its nominee all rights to and possession of, and all right, title, and interest in and to the Deliverables and any associated Intellectual Property, together with the right to apply for Intellectual Property and for registration therefor. Any Deliverable which is included within the definition of "work for hire" under 17 U.S.C. 101 of the U.S. Copyright Act of 1976, is considered as "work for hire", and Buyer is the owner of all copyrights in any such works. As to any Deliverable that is not included within the aforementioned definition of "work for hire" such that Supplier is regarded as the copyright author and owner, Supplier hereby assigns, and shall cause the Personnel, agents and sub-contractors to assign, all such copyright ownership in the Deliverable to Buyer.

12.2. Supplier shall, and shall cause the Personnel, agents and sub-contractors to, do anything and execute any declaration, assignment, document or other instrument which Buyer deems necessary or proper to give effect to the provisions of this Clause 12.

12.3. Supplier agrees to grant and hereby grants to Buyer, extendable to any other Buyer and Buyer Affiliate, and the customers, contractors, agents, and resellers of any of them, a world-wide, non-exclusive, irrevocable, perpetual, royalty-free, sublicensable, paid-up right and license to and under all Intellectual Property in or under which Supplier or its affiliates may now or hereafter have an interest, to the extent reasonably necessary or useful for a Buyer and Buyer Affiliate to receive the benefit of Goods, Services, and/or Deliverables.

13. Audit

Supplier shall, during the term of the PO and for a minimum of three (3) years thereafter ("**Audit Period**"), maintain complete and adequate records of all its operations under the PO. During the Audit Period, Buyer or its representative may upon request audit and inspect any and all records of Supplier and sites and facilities relating to Goods and/or Services to audit Supplier's compliance with these GCP. Supplier agrees that Buyer may audit and inspect Supplier's performance and internal control system on a basis to be agreed to the extent necessary for Buyer to comply with its assessment obligations under the Sarbanes Oxley Act 2002.

14. Indemnity

Supplier shall indemnify, defend and hold harmless the Buyer Companies and their directors, officers, agents, employees, and personnel (collectively, the "**Buyer Entities**") from and against any claims, suits, judgments, liabilities, damages, losses, costs and expenses of any kind or nature (including, without limitation, attorney fees and legal expenses) which relate in any way to: (i) any negligence, act, omission, or willful misconduct of Supplier, its sub-contractors or suppliers, or any of their officers, agents, employees, or Personnel, (ii) any failure by Supplier or its sub-contractors or suppliers to comply with applicable Law, (iii) Supplier's or its sub-contractor's breach of any of these GCP, (iv) infringement, misappropriation or other violation of the Intellectual Property of a third party by reason of the provision, procurement, receipt or use of Goods, Services and/or Deliverables provided by or for Supplier under the PO, and (v) Supplier's or its sub-contractor's performance or non-performance under the PO. Upon Buyer's request, Supplier shall give Buyer the right, solely at Supplier's expense, to defend and/or settle the claim, and shall provide Buyer reasonable assistance in such defense and/or settlement.

15. Limitation of Liability

IN NO EVENT SHALL BUYER BE LIABLE, EITHER IN CONTRACT OR IN TORT OR OTHERWISE FOR (I) ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, INCOME OR PROFITS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO BUYER IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER AND/OR (II) DAMAGES IN EXCESS OF THE PRICE ALLOCABLE TO THE PORTION OF THE GOODS AND/OR SERVICES ON WHICH THE CLAIM IS BASED.

16. Insurance Coverage

Without prejudice to the provisions of Clauses 14 (Indemnity) and 15 (Limitation of Liability), 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. Supplier will cause its insurers to waive rights of subrogation on all policies and provide evidence of insurance if requested by Buyer.

17. Safety

Supplier shall furnish to Buyer Safety Data Sheets, warnings and safety and health information concerning the Goods and Services. Supplier shall at all times perform its obligations under the PO in a safe and responsible manner and shall observe and comply with the Buyer HSSE Requirements, all applicable Laws, industry standards and Buyer's requirements. If the Supplier is required to provide Services at a Buyer site, the Supplier shall comply with Buyer's HSSE policy, regulations and procedures applicable at the site. It is the responsibility of the Supplier to ensure that they have a copy of the up to date version of the Buyer HSSE Requirements. Supplier shall comply with Appendix 1 attached hereto and incorporated herein by reference.

18. Code of Conduct

In connection with the Supplier's performance of the Contract, the Supplier agrees to act consistently with the Buyer's Code of Conduct as updated from time to time which is found at: www.castrol.com/code-of-conduct (or as otherwise notified from the Buyer to the Supplier) 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 the Buyer to be a material breach of the Contract.

19. Anti-Financial Crime

19.1 For the purpose of this Clause 19: "**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.

19.2 In connection with this Contract, Supplier represents, warrants, and covenants as follows:

19.2.1 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;

19.2.2 Supplier and its respective owners, officers, directors, employees, and Sub-Contractors have not and shall not:

19.2.2.1 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

19.2.2.2 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

19.2.3 no Public Official has a personal direct or indirect interest in this Contract.

19.3 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.

20. No Child Labor

In the provision of the Goods and/or Services or otherwise in its general operations, Supplier shall not use nor permit the use of any Child Labor under any circumstances, regardless of the legality of the use of Child Labor in any relevant country. Further, Supplier shall procure that no affiliate, suppliers, sub-contractors or other person acting for Supplier in whatever capacity in the provision of the Goods and/or Services or otherwise in its general operations, shall use nor permit the use of any Child Labor under any circumstances, regardless of the legality of the use of Child Labor in any relevant country. Supplier shall confirm in writing to Buyer its intention to comply with this Clause 20 upon Buyer's request. Child Labor is defined by the International Labour Organisation Minimum Age Convention (C138, 1973).

21. Supplier Diversity Requirements [NOT APPLICABLE]**22. Remedies Cumulative**

No remedy, including without limitation, rights of termination, conferred by these GCP is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

23. Non-Waiver; Severability

No waiver by Buyer or Supplier of any provision of these GCP shall be binding unless made in writing and signed by the waiving party. 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. If any provision of these GCP is, or becomes, violative of any Law, such provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity will not affect the validity of the remainder of these GCP.

24. Headings

Section headings are inserted for convenience reference only and are not intended to be part of or to affect the meaning or interpretation of these GCP.

25. Relationship of Parties; Third Party Beneficiaries

25.1. Supplier will assume all its duties under the PO as an independent contractor and will not be deemed for any purpose to be an agent, servant, or representative of Buyer. Buyer will not have any direct control of Supplier, its employees, Personnel, agents, suppliers, or sub-contractors in the performance of any of the work hereunder. The PO does not create nor constitute a joint venture, pooling arrangement, partnership, agency, master-servant relationship, business entity, organization, or combination of any type, whatsoever. Nothing contained herein shall give to any third party (other than the Buyer and Buyer Affiliates) any benefit or any legal or equitable right, remedy or claim.

25.2. Nothing in the Contract or any PO will be construed to confer any rights or benefits in the Contract or any PO to anyone other than to Buyer or Buyer Affiliates, Supplier and Supplier Affiliates that sell under this Contract, and all duties and responsibilities undertaken pursuant to the Contract and the POs will be for the sole and exclusive benefit of the Buyer, the Buyer Affiliate and Supplier and Supplier Affiliates that sell under this PO not for the benefit of any third party.

26. Compliance with Laws, including Business and Human Rights and Compliance with International Trade Regulations, REACH, Covered Telecommunications

26.1. 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 Contract including any which may come into force during the period of the Contract.

26.2. **Business and Human Rights.** The Supplier confirms that it has carefully reviewed the Buyer's 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 Contract and consistent with the 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: 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;

26.2.1 providing workers with written terms and conditions under which they will work in a language understandable to the worker;

26.2.2 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;

26.2.3 not withholding travel or other identity documents or otherwise unreasonably inhibiting the free movement of any workers (directly or indirectly);

26.2.4 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

26.2.5 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 5 (Termination).

26.3. Supplier represents and warrants that, if applicable, it and its affiliates, designees, subcontractors, and agents will comply and abide by all applicable laws, regulations, and requirements or guidelines from any governmental body in relation to human trafficking, which may include, but are not limited to the following: California Transparency in Supply Chains Act, Executive Order 13627, 48 CFR 22.17 (Combatting Trafficking), FAR 52.222-50, FAR 52.222-56, and HR 4310 – National Defense Authorization Act of 2013. Supplier represents and warrants that no Goods or Services supplied under the PO or these GCP have been or will be produced: (a) utilizing forced, indentured or trafficked labor, as defined in applicable regulations; (b) utilizing the labor of persons in violation of the minimum working age law in the country of manufacture of the Goods or performance of the Services under the PO, whichever is higher; (c) in violation of minimum wage, hours or days of service, or overtime laws in the country of manufacture of the Goods or performance of the Services under the PO; or (d) while procuring commercial sex acts during the manufacture of the Goods or performance of the Services under the PO. In addition to the foregoing, Supplier agrees to provide Buyer and certify any information requested by Buyer to demonstrate Supplier's compliance with the prohibition of slave labor and human trafficking in its performance of the PO.

- 26.4. Any failure by Supplier to comply with this Clause 26 or the representations and warranties stated in this Clause 26 shall be deemed to constitute a material breach of the PO and these GCP, entitling Buyer to terminate the PO forthwith upon written notice to Supplier, but without prejudice to Buyer's other rights and remedies under the PO, these GCP, or at law.
- 26.5. Supplier shall and shall ensure that 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 Supplier and sub-contractors to comply with applicable Trade Restrictions shall constitute a material breach of the PO. Supplier shall indemnify and hold harmless Buyer against all claims, suits, actions, damages, settlements, losses, liabilities and costs, including without limitation reasonable attorney's fees, suffered or incurred by Buyer and any Buyer Affiliate relating to any failure by Supplier to comply with Trade Restrictions.
- 26.6. Except as may be agreed in writing by the parties, 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 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 Supplier's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.
- 26.7. 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.
- 26.8. **Compliance with REACH Regulations**
- 26.8.1. 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 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 shall 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 shall keep Buyer regularly informed of any changes in the REACH Registration details of any of the substances contained within the Goods.
- 26.8.2. If reasonably requested by Buyer for the purpose of legal compliance obligations, Supplier shall provide full details of the REACH Registration of any of the substances contained within the Goods. Supplier shall 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.
- 26.8.3. Supplier shall not deliver or use Covered Telecommunications Equipment or Services ("**CTE/S**") in performance of any work for Buyer. CTE/S is defined as telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) or, in certain cases, telecommunications or surveillance equipment or services produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of those entities). Supplier shall immediately notify Buyer if it discovers that any CTE/S is being used in performance of work for Buyer and will provide the Model Number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number), a description of the equipment or services, Supplier CAGE code (if known, otherwise DUNS number), and the subcontract number under which the covered telecommunications equipment or services was provided.

27. ASSIGNMENT

Supplier may not assign, delegate, transfer, or subcontract the PO or any rights or obligations herein without Buyer's prior written consent. Buyer may assign its rights or obligations hereunder to a Buyer Affiliate or successor in business.

28. FORCE MAJEURE

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under the PO or the Terms and Condition is where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotions, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party.

29. SURVIVAL OF PROVISIONS

Expiry of the PO or its termination, howsoever brought about, shall not affect or prejudice any terms of, or rights conferred by, these GCP which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination including but not limited to all Warranties, Confidentiality, Intellectual Property, Audit, Indemnity, and Limitation of Liability provisions.

30. GOVERNING LAW

- 30.1 The PO and GCP and any dispute or claim arising out of or in connection with them or the subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of New Jersey, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction.
- 30.2 Without prejudice to the foregoing, the PO and GCP 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.
- 30.3 The Parties submit to the jurisdiction of the courts of Passaic County, New Jersey or the federal courts of the District of New Jersey, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Clause 30 followed by Appendix 1 Health, Safety, Security & Environmental Requirements completes these General Conditions of Purchase for USA

APPENDIX 1
HEALTH, SAFETY, SECURITY & ENVIRONMENTAL REQUIREMENTS

1. Definitions

Capitalized terms not defined in this Appendix 1 are as defined in the main body of these GCP.

2. General

The requirements of this Appendix 1 apply only in relation to the performance of the PO by the Supplier and any of its sub-contractors and Personnel.

3. Compliance with HSSE Laws & Buyer HSSE Requirements

The Supplier shall:

- 3.1. Comply with all HSSE laws and Buyer HSSE Requirements in the supply of the Goods and/or Services.
- 3.2. Promptly on request, provide assurance to Buyer that:
 - 3.2.1. it has developed, documented, implemented and maintains processes and procedures to deliver compliance with applicable HSSE laws; and
 - 3.2.2. it has complied with and remains in compliance with applicable HSSE laws.
- 3.3. Promptly inform Buyer of any breach or potential breach of its compliance requirements under clause 3.1 above.
- 3.4. Manage Goods throughout their lifecycle to satisfy applicable HSSE laws and promptly communicate potential HSSE impacts of Goods to Buyer or a Buyer Affiliate.
- 3.5. Monitor Personnel's understanding and observance of applicable HSSE laws and Buyer HSSE Requirements and apply defined consequences for non-compliance.

4. Management of Personnel

The Supplier shall:

- 4.1. Ensure that Personnel are informed of their duty to stop any work that they consider is unsafe or is likely to cause damage to the environment or will lead to non-compliance with applicable HSSE laws or Buyer HSSE Requirements.
- 4.2. Ensure a process is in place that enables Personnel to report in confidence operating concerns and concerns relating to compliance with applicable HSSE laws or conformance with Buyer HSSE Requirements.
- 4.3. Support any Buyer or Buyer Affiliate efforts to engage the Personnel, that form part of Buyer's or Buyer Affiliates' workforce, to build a continuous improvement culture and behaviours,
- 4.4. Not tolerate retaliatory action against any Personnel for reporting in good faith to line management or in confidence via any process, operating concerns or concerns relating to legal compliance or conformance to the contractual requirements.
- 4.5. When requested by Buyer, to communicate information, messages, policies or other materials to the Personnel:
 - 4.5.1. promptly and in a manner suited to ensuring that the Personnel will understand and act accordingly; and
 - 4.5.2. confirm to Buyer in writing that this has been carried out.
- 4.6. When requested by Buyer, provide the name of the competent Supplier employee (Supplier job representative) who has accountability for the management of the PO, the safety of the Supplier employees and the safety of their work activity.

5. Management of Sub-Contractors

- 5.1. The Supplier shall include provisions in all sub-contracts that enable the Supplier to demonstrate to Buyer on request that its sub-contractors and their use in the performance of the PO are in conformance with all aspects of the PO so far as they relate to HSSE matters.
- 5.2. The Supplier shall, when requested by Buyer, provide verification that sub-contractors comply with all these GCP, contracts, HSSE and other site controls.
- 5.3. The Supplier shall, when requested by Buyer, provide verification that sub-contractors are competent and healthy for the job.

6. Risk Assessment and Management

The Supplier shall:

- 6.1. Develop, document, implement and maintain a process to identify, assess, communicate and manage HSSE and operating risks in connection with the performance of the PO and to conform with any risk reduction measures in place at any Buyer or Buyer Affiliate premises.
- 6.2. Develop, document, implement and maintain processes and procedures to ensure that all Personnel when carrying out any work activity at Buyer or Buyer Affiliate premises or on behalf of Buyer or Buyer Affiliate at third party premises or performing a delivery at a site, understand and manage HSSE and operating risk to prevent accidents and harm to people, to reduce damage to the environment.
- 6.3. Develop, document, implement and maintain HSSE controls aligned to the requirements defined in the OMS 2.5 working with Contractors procedure found in ("OMS ONLINE") located on Buyer's web site. Details to be supplied to the Supplier on receipt of written request.
- 6.4. Notify Buyer and all appropriate parties (both internal and external) of and cooperate with any investigations of:
 - 6.4.1. any hazards that the Supplier or its Personnel may bring into Buyer's or Buyer Affiliates' operations or any new hazards identified during the work;
 - 6.4.2. any work-related incidents and unsafe/unhealthy conditions including, without limitation: injuries, illnesses, spills and damage to the environment.

7. Provision of the Goods and/or Services

The Supplier shall:

- 7.1. Before Personnel carry out any work activity at Buyer or Buyer Affiliate premises or on behalf of Buyer or Buyer Affiliate at third party premises or performing a delivery at a site, communicate to Buyer any information (including, without limitation, changes) as to their planned manner of providing the Goods and/or Services in the possession of the Supplier or its sub-contractors that could be relevant to HSSE at those premises (including, without limitation, risk assessment and crisis or emergency response).
- 7.2. Implement and maintain crisis and continuity management plans when carrying out any work activity on behalf of Buyer or Buyer Affiliate at third party premises. These will include procedures from initiation to response and recovery. At site level these plans shall include arrangements for evacuation and, where needed, for initial shelter-in-place.
- 7.3. Promptly provide to Buyer on request documentation on:
 - 7.3.1. learnings which result from internal or external incident investigations including, without limitation, any analysis of events that may impact Buyer or a Buyer Affiliate;
 - 7.3.2. other lessons learned through self-assessments, audits, management reviews, or project reviews; and
 - 7.3.3. good operating practices that can assist the identification of opportunities for risk reduction and operating performance improvement.
- 7.4. Develop, document, implement and maintain incident response capability which includes a process whereby incidents are investigated and reported to establish causes, identify action plans to address identified causes with due dates for completion and track to completion.

8. Management of Operations

The Supplier shall:

- 8.1. Where the provision of the Goods and/or Services involves operation of plant, assets, facilities, floating structures and transport equipment, operate them within defined documented safe operating procedures, taking due account of manufacturers' recommendations.

- 8.2. When carrying out any work activity at Buyer or Buyer Affiliate premises or on behalf of Buyer or Buyer Affiliate at third party premises or performing a delivery at a site:
 - 8.2.1. Monitor, investigate and document incidents outside safe operating procedures and unexpected failures of structures, materials and equipment. Identify and implement corrective actions.
 - 8.2.2. Implement and maintain an inspection programme to determine the condition of safety and production critical equipment and systems, and verify and document they are fit for service.
 - 8.2.3. Verify that deficiencies identified from the inspection programme are investigated and corrected on a timely basis.
- 8.3. Where requested by Buyer, the Supplier shall provide verification that tools and equipment are suitable for the job and are properly maintained and certified as required by HSSE laws and the Buyer HSSE Requirements.

9. Transportation

The Supplier shall:

- 9.1. Prohibit all Personnel from using mobile phones or other two way communication devices whilst operating a vehicle in connection with the performance of the Goods and/or Services.
- 9.2. Ensure that motorcycles are not used in connection with the performance of the Goods and/or Services unless a documented risk assessment is completed to support the advantages of their use rather than automobiles.
- 9.3. Ensure that all Personnel operating a vehicle in connection with the performance of the Goods and/or Services have been appropriately assessed, licensed, trained and are medically fit to operate the vehicle and do not operate any vehicle when fatigued.
- 9.4. Ensure that all aircraft contracted or chartered to move members of the Buyer or Buyer Affiliate workforce or Personnel are operated and maintained to a defined standard and that their use is in accordance with Buyer HSSE Requirements.

10. Medical Facilities

The Supplier shall identify and agree with Buyer any medical facilities required suitable for the job and shall ensure that these are properly maintained.

11. Audit Rights

Without prejudice to its audit rights as set out in these GCP, Buyer and the Buyer Affiliates shall have the right to perform HSSE audits regularly as defined in the OMS 2.5 working with Contractors procedure found in ("OMS ONLINE") located on Buyer's web site (or as otherwise notified from the Buyer to the Supplier). Details to be supplied to the Supplier on receipt of written request.
