

Standard Terms and Conditions of Sale of Castrol Germany GmbH

(Last updated: 1 May 2026)

This is a translation from the German version. In the event of any discrepancies, the German version shall prevail.

Part A – Standard Terms and Conditions

1. Interpretation

To the extent that the terms "we", "us", "our", etc., are used, these shall refer to the Seller (Castrol Germany GmbH) and the terms "you", "your", etc., shall refer to the Purchaser (the person, firm or company purchasing the lubricants). In these Standard Terms and Conditions of Sale ("Terms and Conditions"), "affiliate" shall mean any company that is affiliated with Castrol Germany GmbH within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*, "AktG").

2. Scope of application

The terms of contract between the Seller and the Purchaser for the supply of lubricants (which shall be deemed to include all oils, greases, fluids or related products that the Seller supplies to the Purchaser) or any additional services (such as used oil analysis, training or technical consultancy or services and equipment delivery) shall be based on these Terms and Conditions, unless otherwise agreed in writing between the parties. This Agreement shall solely be subject to the Terms and Conditions of the Seller; no other terms (particularly the standard terms and conditions of the Purchaser) presented by the Purchaser (for instance in a purchase order, confirmation of order, specification or otherwise) shall form part of the Agreement between the parties, even if the Seller does not expressly object to them. Every order or acceptance of a quote by the Purchaser shall be deemed to be an offer or consent by the Purchaser to purchase lubricants and services on the basis of these Terms and Conditions.

3. Formation of contract (order)

Our quotes are non-binding and subject to change. A binding purchase order shall be formed when we have confirmed acceptance of the offer in writing or delivered the goods.

We reserve the right to charge a processing fee for orders submitted manually through our service centre or our distribution staff (including but not limited to orders submitted by telephone, e-mail, fax or post) instead of through our automated online systems.

This processing fee shall not be charged if it is not possible to submit an order through our online systems due to a technical fault or a system outage. The amount of the respective processing fee shall be determined according to the list of prices and services valid at the time of the order, unless otherwise expressly declared to the Purchaser prior to the conclusion of the order.

Direct customers:

Normal orders are delivered free of charge.

Direct automotive customers:

In the case of packaged goods, a minimum order volume of 200 litres per order or a minimum order value of EUR 550.00 per order shall apply. Any orders below the minimum order volume or minimum order value shall be subject to an additional charge of EUR 230.00 per order.

In the case of bulk/mini-bulk orders, a minimum order volume of 750 litres per item shall apply. Any orders below the minimum order volume shall be subject to an additional charge of EUR 230.00 per item. For bulk/mini-bulk products, deliveries per individual order item below 400 litres are not permitted for technical reasons.

Direct industrial customers:

In the case of packaged goods, a minimum order volume of 200 litres per order or a minimum order value of EUR 225.00 per order shall apply. Any orders below the minimum order volume or minimum order value shall be subject to an additional charge of EUR 50.00 per order.

In the case of bulk/mini-bulk orders, a minimum order volume of 750 litres per item shall apply. Any orders below the minimum order volume shall be subject to an additional charge of EUR 50.00 per item. For bulk/mini-bulk products, deliveries per individual order item below 400 litres are not permitted for technical reasons.

A minimum batch size shall apply to certain products, of which you shall be notified when submitting your order.

Express orders of packaged goods shall be subject to an additional charge of EUR 230.00 per order. An additional logistics charge may be incurred depending on freight costs. The aforementioned minimum order volumes and values also apply to express orders. Express orders are not available for bulk/mini-bulk products.

Indirect customers:

In the case of packaged goods, a minimum order volume of 15,000 litres shall apply (full truck load). Until further notice, an additional charge of EUR 450.00 per order shall apply to orders below the minimum order volume of 15,000 litres.

In the case of bulk/mini-bulk orders, a minimum order volume of 750 litres per item shall apply. Any orders below the minimum order volume shall be subject to an additional charge of EUR 230.00 per item. For bulk/mini-bulk products, deliveries per individual order item below 400 litres are not permitted for technical reasons. Third-party bulk/mini-bulk deliveries shall be subject to an additional charge of EUR 55.00 per item.

A minimum batch size shall apply to certain products, of which you shall be notified when submitting your order.

Express orders of packaged goods shall be subject to an additional charge of EUR 230.00 per order. An additional logistics charge may be incurred depending on freight costs. The aforementioned minimum order volumes and values also apply to express orders. Express orders are not available for bulk/mini-bulk products.

All orders may also be subject to additional limitations defined by the Seller (for example with regard to minimum order volumes or lead times).

4. Delivery

The Purchaser shall bear the risk of all shipments in transit, even if delivery "carriage paid" has been agreed. The risk of loss shall be transferred on delivery of the goods to the freight forwarder or carrier, but not later than upon leaving the factory or warehouse. In the absence of any special arrangements with the Purchaser, we may use our discretion in selecting the means of transportation and disclaim all liability, unless we are found to be at fault for wilful or grossly negligent conduct or we are subject to compensatory damages based on an injury to life, limb or health.

We are only liable for delivery by a certain date if this delivery date is expressly agreed in writing. In that case, and barring any agreement to the contrary, the day on which the goods are dispatched from the factory or warehouse shall be controlling for calculating the time elapsed. We assume no liability for delays in delivery caused by upstream suppliers or transport agents.

If no such circumstances barring liability as described above have occurred and if we are at fault for not complying with a date we confirmed as binding, claims on the part of the Purchaser shall be limited to the invoice amount of the deliverables affected by our default. Any further claims shall be excluded unless our default was due to wilful or grossly negligent conduct or resulted in injury to life, limb or health. However, even in the event of gross negligence, we shall not be liable for unforeseeable damage or for indirect consequential loss or damage, such as the discontinuance or disruption of the Purchaser's production operations.

We may at any time elect to make partial deliveries to a reasonable extent. These may be invoiced separately.

If due to circumstances outside our control we are unable to make deliveries within regular business hours, we shall be entitled to charge the additional costs we incur as a result. If the Purchaser does not submit an order in due time so as to allow us to arrange for transportation in time, the Purchaser will be solely responsible for any resulting delays.

To enable the Seller to make effect the delivery safely, the Purchaser undertakes to provide safe reception for the lubricants ordered. The Purchaser shall be responsible for unloading lubricants in packaging or other containers. The Seller will not effect any delivery to the Purchaser unless the Seller considers it to be safe to do so. The Purchaser shall bear sole responsibility for providing suitable means and facilities for the reception and unloading of the lubricants and for the storage of the lubricants after delivery.

The delivery of lubricants by hose shall be subject to the following conditions:

Tank truck deliveries may only be made to storage points/tanks/facilities that have been reviewed and approved in advance by us or one of our nominated counterparties.

The delivery must take place in accordance with our health and safety and environmental guidelines.

The delivery shall be deemed to have been effected by us and accepted by you upon reaching the end of the hose.

We shall only effect deliveries to you if we have determined that they do not pose any risk to you. In order to give us the opportunity to effect the delivery in accordance with our health and safety and environmental guidelines, you must meet the following requirements:

Complete our checklist, if applicable, prior to the delivery; notify the driver of our delivery vehicle upon arrival of any specific safety requirements on your premises and accompany them during the unloading process;

Ensure that all storage points/tanks/facilities have been properly and visibly labelled;

Ensure that your delivery point complies with the latest storage requirements and that there is a clear and safe access to all delivery points;

Bear sole responsibility for the availability of suitable and safe means and facilities for the reception and unloading of the lubricants and for the storage of the lubricants after delivery.

Should any of these requirements not be met, we shall be entitled to withhold the delivery of any lubricants that have not yet been delivered. This shall not affect any other rights or legal remedies available to us.

Enquiries regarding:

specific delivery instructions or documentation for non-standard deliveries must be submitted prior to order submission. We shall notify you whether we are able to comply with your request and inform you of any additional charges or terms and conditions, as well as any effects on delivery periods.

Returns are free of charge should the delivered products deviate from the order, show defects as to quality or already be damaged upon delivery. Should the delivery be effected without issue in accordance with the submitted order, returns shall be subject to a fee. Our products are not offered with a right of return.

5. Price and payment

Orders are invoiced on the basis of the prices applicable on the date of the order, unless otherwise agreed for the goods in question. In addition to the agreed price or rather the price valid on the date of the order (plus VAT), we are also entitled to charge delivery costs after the Agreement has been concluded, and regardless of whether such additional costs stem from statutory or other provisions and/or the given circumstances. Such additional costs include, in particular, import and export duties, e.g., customs duties and taxes, loading, freight and shipping fees as well as the cost of raw materials and wages.

Furthermore, the Purchaser shall be obliged to reimburse the Seller for any additional costs incurred by the Seller if a delivery cannot be made due to circumstances attributable to the Purchaser or a representative of the Purchaser, or if the Purchaser refuses to accept the lubricants ordered

All amounts quoted by the Seller, listed in the Agreement or agreed with the Purchaser are exclusive of any applicable taxes or duties. Any applicable taxes or duties shall be borne by the Purchaser.

The Seller will invoice the Purchaser for all deliveries made to the Purchaser. Invoices will show the quantity of lubricants delivered and all additional charges that the Seller has incurred in making that delivery. The Seller is entitled to invoice in electronic form only; the Purchaser is obliged to provide and maintain the necessary equipment to receive said invoices.

Invoices are due and payable in full within 30 days from the date of invoice, unless otherwise expressly agreed in writing.

Payment shall be made by direct debit to a bank account notified to the Purchaser, unless otherwise agreed in writing by the Seller. Cheques are not accepted as a form of payment. Payments made to the Seller, shall include the invoice number and the name of the Purchaser.

All payments must be made in full without any set off or deduction, unless the counter-claim is uncontested or has been declared final and binding by a court of law.

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6. Default in payment

If the Purchaser is in default of payment, then the Seller has the right (without prejudice to any other rights or remedies it may otherwise have) to:

- charge interest on the owed amount at a rate of nine (9) percentage points per year above the base rate (section 247 of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB")). This interest will accrue daily until the owed amount is credited to the Seller's bank account;
- require advance payment (or adequate security) for future deliveries, as well as immediate payment of all outstanding amounts, and/or
- withdraw or reduce any credit facilities and/or withhold any future deliveries, and/or
- refuse any further orders – irrespective of any master agreement that may be in place.

We reserve the right to withdraw or reduce the credit facilities at any time not just in the event of default in payment.

7. Occupational and product safety

The Purchaser shall advise any persons handling or using the lubricants or having access to the lubricants or to whom the Purchaser sells the lubricants or any part thereof any warnings, information or recommendations contained or referred to in the Seller's product data sheets or safety data sheets, in other documentation relating to the lubricants or on any labelling or packaging of the lubricants. The Purchaser shall comply with and ensure compliance by such persons with such warnings, information or recommendations. The Purchaser shall furthermore comply with all relevant health, safety and environmental obligations contained in any law applicable in any country where the lubricants are sold or handled.

8. Retention of title

We shall retain title in the goods (secured goods) delivered until all claims to which we are entitled against the Purchaser, whether now or in the future, on any legal grounds, have been settled. The allocation of individual claims to a current account and the netting out of claims and recognition thereof shall have no effect on the retention of title. If the value of the security provided to us exceeds that of our claims in the aggregate by more than 20% and if the Purchaser so requests, we shall release the security of our choosing.

The Purchaser is permitted to resell the secured goods in the ordinary course of business barring any good cause we may have to revoke such permission; the Purchaser being in default of payment shall, in particular, be deemed good cause in this regard. If the party to whom the Purchaser resells the goods insists that any assignment be prohibited, this shall not qualify as a resale in the ordinary course of business. The Purchaser hereby assigns to us its claims under any such lawful resale and we hereby accept the assignment. However, the Purchaser shall be entitled to recover claims until such time as we revoke permission to resell.

If the secured goods are processed, our retention of title shall extend to any products created as a result of such processing. If the secured goods are processed, mixed or combined with goods belonging to third parties, we shall acquire a co-ownership interest in the products created as a result equivalent to the invoice value of the secured goods as a proportion of the invoice value of the other goods. This shall apply analogously in those cases where the secured goods are mixed or combined with goods belonging to the Purchaser. Processing in the above sense shall also mean using the lubricants in machinery used to manufacture products and, as such, our retention of title in the lubricants shall also extend to the products created as a result of processing.

If the Purchaser breaches the Agreement – particularly if it is in default of payment – we are entitled to repossess the secured goods temporarily for purposes of security, without being required to rescind the Agreement or we may insist that any restitution claims the Purchaser has against third parties be assigned to us.

The Purchaser must notify us without undue delay if the secured goods and any claims assigned to us are attached or otherwise encumbered by third parties. The Purchaser shall advise third parties without undue delay of our retention of title.

Until title in the lubricants passes from the Seller to the Purchaser, the Purchaser shall

- hold the lubricants on a fiduciary basis as our trustee;
- store the lubricants separately from other goods in the Purchaser's possession so that they remain identifiable as the Seller's property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the lubricants;
- maintain the lubricants in proper condition and keep them insured against all risks for their full price from and including the date of delivery, whereby the Purchaser agrees to demonstrate to us upon our request the rights under the policy, which the Purchaser hereby assigns to us, and the fact that such insurance has been taken out and is being maintained;
- notify the Seller without undue delay if the Purchaser becomes subject to any of the insolvency events listed in clause 11;
- give the Seller such information relating to the lubricants as it may require from time to time.

If the lubricants the Seller has title to are mixed with any other goods belonging to the Purchaser then the lubricants shall be treated as belonging partly to the Seller and partly to the Purchaser according to the respective quantities mixed. If the Purchaser disposes of the lubricants, such disposal shall be out of the Purchaser's part until the whole of its part has been disposed of.

If, while the Seller has title to the lubricants, the Purchaser becomes subject to any of the insolvency events listed in clause 11 or is in default of payment, then the Seller shall be entitled, without prejudice to any other remedy it may have, to enter the premises where the lubricants are kept without notice and at any time and remove the lubricants or any part thereof.

9. Warranty and claims for defects in quality

The Seller warrants that all lubricants delivered to the Purchaser will, at the time they are delivered to the Purchaser, conform to the agreed specifications. All other warranties and representations relating to quality and fitness for a particular purpose shall therefore be excluded. Decisions as to the use of the product shall be the sole responsibility of the Purchaser. Unless we have made express, written representations as to the specific qualities of the products for a specific

contractually agreed purpose, any advice we give you regarding the application of those products, even if made to the best of our knowledge, shall be non-binding.

The Purchaser is obliged to inspect the goods promptly upon their arrival (section 377 of the German Commercial Code (*Handelsgesetzbuch*, "HGB")). Apparent defects must be reported promptly upon receipt of the goods; hidden defects must be reported promptly upon their discovery. Receipt of the goods must be confirmed to the freight forwarder by signing the delivery documents.

We reserve the right to make changes in the formulation and/or design which do not impair the functionality or the value of the delivered goods as well as reasonable minor deviations from the functions and tolerances described in the data sheet at any time without this entitling the Purchaser to any claims for defects.

Claims for defects in quality will become time-barred one (1) year from the date of delivery. The question of whether we have delivered a product free of defects is separate and distinct from the Purchaser's obligation to ensure that certain products be used before a certain expiry date has passed. Even when the shelf life of a product expires during the limitation period, this will not necessarily give rise to any actionable claim for defects in quality.

The Purchaser shall take representative samples of the lubricant the Purchaser considers to be defective (both unused and drawn from the system in use) and submit these samples to the Seller without undue delay at the Seller's request. If the Purchaser does not meet this obligation, no claim against the Seller may be asserted. If the Purchaser asserts a claim against the Seller, the Purchaser agrees to allow the Seller to take any further samples or make any further tests that the Seller considers appropriate as well as to give the Seller free access to the operating records of the affected machinery or equipment. Defective goods may not be returned unless the Purchaser consults with the Seller first. If the Purchaser fails to do so, the Seller reserves the right to charge the costs on to you.

10. Liability and indemnification

The Seller shall not be liable to the Purchaser or its affiliates (within the meaning of section 15 of the German Stock Corporation Act (*Aktiengesetz*, "AktG")) for any claim for compensatory damages (on any legal grounds whatsoever) unless the Seller or its legal or vicarious agents act wilfully or with gross negligence or culpably breach any material contractual duties. In the event of any culpable (not grossly negligent and not wilful) breach of material contractual duties, liability shall be limited to compensation of reasonably foreseeable loss or damage.

In the event of any culpable (not grossly negligent and not wilful) breach of material contractual duties, the Seller's liability arising from the entire business relationship with the Purchaser shall furthermore be limited as follows: The Seller's liability shall be limited to a total of EUR 30,000 within a given contract year; liability for "Excluded Losses" shall be excluded.

The above limitation of liability also applies in favour of Castrol affiliates involved in the performance of this Agreement and the orders placed. The limitation of liability shall survive the termination/expiry of the Agreement.

The above limitations of liability shall not apply to loss or damage caused by the culpable acts or omissions of the Seller or its legal or vicarious agents resulting in injury to life, limb or health or any other liability which by law cannot be excluded.

"Excluded Losses" shall refer to any:

- (a) loss of actual or expected sales revenue, products or profits;
- (b) reduction in goodwill or reputational damage;
- (c) losses incurred due to business interruptions;
- (d) lost business income, orders, prospects or business opportunities; and
- (e) indirect and consequential losses (including losses arising from any liability of the Purchaser to any other person).

The disclaimer/limitation of liability shall also apply to any personal liability on the part of our representatives and employees.

The Purchaser is obliged to indemnify the Seller against all losses, damages or claims, as well as all costs and expenses, as a result of or in relation to a leak, accident or emergency during the delivery or unloading of lubricants or due to a breach of the Purchaser's obligations under these Terms and Conditions. This shall not apply insofar as and to the extent that these losses, damages or claims are wholly or partly due to negligence on the part of the Seller or the failure or malfunction of the Seller's systems or facilities.

At the same time, Castrol does not accept or assume any indemnity obligations on its part. Therefore, indemnity obligations to the detriment of Castrol in contracts shall not be binding on Castrol.

11. Termination of the Agreement

The Seller is entitled to terminate the Agreement with immediate effect or suspend making deliveries without liability to the Purchaser if: (a) the Purchaser files an application for insolvency in respect of its assets, insolvency proceedings in respect of the Purchaser's assets are commenced, or insolvency proceedings are dismissed for lack of assets (comparable proceedings, including in other jurisdictions, are deemed equivalent to insolvency proceedings); (b) a material adverse change occurs in its financial situation or the value of any security furnished by the Purchaser for the performance of its obligations, or (in the view of the Seller) is likely to arise, insofar as this jeopardises the performance of the Purchaser's obligations under the Agreement, even when realising the security furnished for this purpose; (c) the Purchaser fails to make a payment within 14 days of the date on which it was due or the Purchaser breaches any of its obligations under clause 7.

12. Force majeure

Where one of the parties (the "Affected Party") is prevented from fulfilling its obligations hereunder due to an event of force majeure, or is hindered in doing so by such event, or such event causes the Affected Party to enter into default, the relevant obligations shall remain in effect, but shall be suspended without liability for the duration of the event of force majeure. The Affected Party shall give the other party notice of the occurrence of the event of force majeure along with a description thereof and provide regular updates about the latest status.

An "Event of Force Majeure" shall mean events or circumstances outside an Affected Party's sphere of control, such as (i) storms, floods, riots, fires, sabotage, unrest, acts of war, armed hostilities, other national or international catastrophes, the outbreak of an epidemic or pandemic, terrorist attacks; (ii) strikes, lockouts, labour disputes or other forms of industrial action; (iii) sovereign action or official orders, blockades, embargoes, other import and export restrictions, closures of shipping or other transport routes; or (iv) disruptions in IT

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systems, supply failures affecting electricity, fuels, transport, equipment, raw materials or other (raw) materials or services necessary in connection with the performance of this Agreement.

If the Seller's cost of performance is materially increased and the Seller cannot recover such increase by an equivalent increase in the amount charged to the Purchaser, the Seller shall be entitled to terminate the Agreement with the Purchaser with immediate effect by giving written notice or to reduce or suspend deliveries.

13. Miscellaneous

Neither party may assign the rights and obligations under the order or any part thereof to any third party without the prior written consent of the other party, with the exception of the transfer of rights and/or obligations by the Seller to any of its affiliates. The Purchaser must give notice to the Seller without undue delay of any restructuring (e.g. change of shareholders or company reorganisation). We reserve the right to terminate the Agreement with the Purchaser subject to two (2) months' notice if there is a legitimate interest in doing so.

The parties shall comply with the applicable data protection provisions. The Seller hereby advises that it will process any personal data that it receives from the Purchaser according to the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (*Bundesdatenschutzgesetz*, "BDSG"). Processing (including transfer to third parties) will take place only if and to the extent it is necessary for the creation, performance or termination of this Agreement, if it is required or permitted by law or if the Purchaser has given consent to processing. To the extent permitted by law, the Seller may also assess the risk of payment default on the part of the Purchaser and utilise the services of credit agencies for this purpose.

The business relationship and all legal issues arising out of or in connection with this Agreement shall be governed solely by German law, excluding (i) its conflict of laws rules and (ii) the United Nations Convention on the International Sale of Goods (CISG). Exclusive place of jurisdiction for any and all disputes arising out of or in connection with this business relationship shall be Hamburg, Germany; in the event that the local courts (*Amtsgericht*) have jurisdiction, jurisdiction shall be proper with the Local Court of Hamburg-Mitte.

If any provision of these Terms and Conditions is invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with a valid provision that most closely reflects the economic purpose intended.

14. Lubricant analysis

If the Seller has agreed to provide the Purchaser with lubricant analysis services, the Purchaser shall supply the Seller with representative samples of the lubricant along with all the relevant equipment details relating to those samples; this analysis shall be subject to a fee that the Seller shall notify the Purchaser of. To allow the Seller to carry out meaningful analysis of the results, the Purchaser agrees to

- explain to the Seller as fully as possible the type and nature of the mechanical equipment used by the Purchaser;
- inform the Seller as soon as possible of any changes in the operation or maintenance of the equipment that may impact the analysis;
- only use the sampling materials and containers provided by the Seller;
- be responsible for sampling in accordance with the procedure recommended by the Seller so as to prevent contamination of the samples; and
- ensure that sample bottles are dispatched securely capped, correctly labelled and properly packaged in the envelopes provided by the Seller with all the appropriate fees and postage paid.

If the Seller is of the opinion that the samples sent to it have not been taken strictly in accordance with its recommendations, the Seller may reject and dispose of such samples at the Purchaser's expense.

Any recommendations made by the Seller to the Purchaser in connection with the analysis are non-binding. The Purchaser shall be solely responsible for acting on any recommendations made by the Seller to the Purchaser. The Seller shall exercise due care and attention in providing these lubricant analysis services. The Seller shall not be liable for any decisions made by the Purchaser on the basis of the results of the analyses; otherwise, the Seller's liability for errors made in analysing the samples is limited to the terms of the foregoing clause 10. The Seller is not responsible for any samples handed over to affiliates or counterparties of the Seller for forwarding to the Seller.

Part B – Supplementary terms regarding resale

If the Purchaser resells any of the lubricants supplied by the Seller to the Purchaser, this Part B shall apply in addition to Part A.

15. Trade sanctions compliance

The parties agree that this Agreement and all matters resulting from it are subject to the statutory terms of trade sanctions and export controls of the countries and jurisdictions in which they operate or conduct business, including but not limited to the place in which this Agreement is executed. You confirm that you (and all of your affiliates) have established and will adhere to compliance programmes and controls that, at the very least, meet industry standards for compliance with applicable trade provisions. The violation of trade provisions by one of the parties shall constitute a material breach of this Agreement by said party and entitle Castrol to terminate this Agreement with immediate effect or withhold payments or owed services, without prejudice to any other rights.

The Purchase undertakes not to resell any lubricants to:

- any Restricted Party or for any machinery owned, controlled or used by a Restricted Party, or for any other purposes benefiting a Restricted Party; or
- any natural or legal person whom the Purchaser knows or suspects will resell lubricants directly or indirectly to a Restricted Party or for any machinery owned, controlled or used by or for the benefit of a Restricted Party.

For purposes of this clause, a "Restricted Party" is any person, entity or country (a) with whom trade (or supply for end use by) is prohibited under any sanctions or restrictive measures imposed by the United Nations, the European Union, the United Kingdom, the United States of America or under other applicable law, or (b) to whom goods of U.S. origin may not be supplied.

16. Code of conduct/anti-corruption, anti-money laundering and ethical compliance

The Purchaser undertakes, in connection with this Agreement and any transactions under it, to comply with all applicable anti-money laundering and anti-corruption laws, rules and regulations, decrees and/or official government orders of the United Kingdom, the United States of America, and of any country where goods will be transported or distributed to or from in connection with this Agreement.

Compliance with anti-corruption laws

In connection with the execution and performance of this Agreement, the Seller and Purchaser hereby undertake and declare as follows:

a) They have complied and will continue to comply with all applicable anti-bribery and/or anti-corruption, anti-money laundering and anti-fraud laws. The foregoing shall apply to the laws of the Federal Republic of Germany (including, without limitation, sections 261, 299, 331 *et seq.* of the German Criminal Code (*Strafgesetzbuch*, "StGB") and the German Money Laundering Act (*Geldwäschegesetz*, "GwG"); the laws of the United Kingdom (including, without limitation, the UK Bribery Act 2010, the UK Proceeds of Crime Act 2002 and the provisions set out in Section 199 and Schedule 13 of the UK Economic Crime and Corporate Transparency Act 2023); and the laws of the United States of America (including, without limitation, the US Foreign Corrupt Practices Act of 1977) and any successor legislation (collectively, the "Anti-corruption Laws").

b) They themselves and their respective owners, proprietors, managing directors, executives, employees or authorised persons/service providers have not and will not in future:

- offer, give, promise to give, authorise the giving of, solicit, accept or agree to accept anything of value (whether monetary or non-monetary, without limitation) to or from any person, including public officials and private individuals, directly or indirectly, in order to obtain, influence, induce or reward an improper advantage; or
 - commit tax evasion, money laundering or other fraudulent acts, including, but not limited to, making false or misleading statements, failing to disclose information when there is a legal obligation to do so, or keeping false accounts; and
- c) no public official has a personal direct or indirect interest in this Agreement.

Notwithstanding any provisions to the contrary, either party shall be entitled to suspend or terminate this Agreement if it reasonably believes in good faith that the other party has breached the provisions of this clause or that such a breach is imminent, after giving corresponding notice to the breaching party.

In the event of termination, the breaching party shall not be entitled to compensation or other remuneration, irrespective of whether it performed any activities prior to termination.

Public official shall include (i) any minister, director, civil servant, judge, or other public official, or any other person having official, legislative or judicial authority or acting as an agent on behalf of a government or a government department or authority or corporation thereof and/or a state-owned or controlled enterprise, including any company or enterprise in which a government holds an interest of more than thirty percent; (ii) any political party, political party official or candidate for political office; (iii) any member of a royal or ruling family; and (iv) any close family member (spouse, parent, child, sibling) of any of the aforementioned persons.

Service provider means any person or organisation providing a service for or on behalf of a party, including, but not limited to, agents, suppliers, subcontractors and other intermediaries.

The Purchaser warrants, in connection with this Agreement and any transactions under it, that it has and will continue to maintain proper and accurate books, records and accounts which, in reasonable detail, accurately and fairly reflect any and all payments made, expenses incurred and assets disposed of. The Purchaser furthermore warrants that it has and will maintain an internal accounting controls system that is sufficient to ensure the proper authorisation, recording and reporting of all transactions and to provide reasonable assurance that violations of the anti-corruption laws of the United Kingdom, the United States of America or of any country where goods will be transported or distributed to or from in connection with this Agreement will be prevented, detected and deterred. The Purchaser also undertakes to allow the Seller and/or its duly authorised representative(s) and/or nominated auditor(s) at any time during the term of this Agreement and within a reasonable time after its termination to review and/or audit all such books, records, accounts and internal accounting control system that may be relevant to an audit of the Purchaser's compliance with this clause. The Purchaser undertakes to cooperate fully with any such review and/or audit (including, without limitation, allowing access to premises and answering any reasonable questions that may arise).

The Purchaser represents and warrants that it does not know or have any reason to suspect that the proceeds, funds or property that are or will be the subject of any transactions under this Agreement (1) are or will be derived from, or related to, any illegal activities under any applicable laws; or (2) are intended to commit, further, or sponsor a violation of applicable law, including, but not limited to, violations of any tax, customs or revenue laws.

Trade restrictions

The parties undertake to comply with US, EU and UK trade laws and all other applicable international export control, trade and economic sanctions, international boycotts or other restrictions that prohibit or restrict the export or import of goods, services, software or technology to or from certain persons or countries ("Trade Sanctions").

The parties also confirm that they are not sanctioned persons, i.e. they are not covered by US, EU, UK or other applicable sanctions regimes and are not owned or controlled by any such sanctioned person. If this is no longer the case, the party concerned shall notify the other party accordingly.

To ensure compliance with applicable embargoes within the framework of this Agreement, the Purchaser undertakes not to resell or deliver the products to:

Standard Terms and Conditions of Sale of Castrol Germany GmbH

(Last updated: 1 May 2026)

This is a translation from the German version. In the event of any discrepancies, the German version shall prevail.

- any Restricted Party or for any machinery owned, controlled or used by a Restricted Party, or for any other purposes benefiting a Restricted Party; or
- any natural person or legal entity who the Purchaser knows or suspects will resell the products, directly or indirectly, to a Restricted Party or for any machinery owned, controlled or used by a Restricted Party, or for any other purposes benefiting a Restricted Party.

For the purposes of this provision, a "Restricted Party" shall mean a natural person or legal entity, a company or country subject to the Trade Sanctions.

If one of the parties has legitimate grounds to assume that the other party is acting in breach of the aforementioned provisions relating to Trade Sanctions, it may terminate the existing agreements with immediate effect, without prejudice to any other rights.

Russia/Belarus – Restrictions

The Purchaser warrants that it will strictly comply with (i) Article 12g of EU Regulation (EU) No 833/2014; and (ii) Article 8g of EU Regulation (EC) No 765/2006, as amended, regarding the prohibition of re-exportation of certain goods ("Restricted Products") to Russia or Belarus or for use in Russia or Belarus. The Purchaser undertakes:

- Not to export goods falling within the scope of Article 12g of Council Regulation (EU) No 833/2014 directly or indirectly to Russia or Belarus, unless the written consent of the other party and the relevant official authorisations have been obtained.
- Not to export goods falling within the scope of Article 12g of Council Regulation (EU) No 833/2014, either directly or indirectly, for use in Russia or Belarus, unless the written consent of the other party and the relevant official authorisations have been obtained.

Any breach of the aforementioned provisions shall constitute a material breach of contract and Castrol is entitled to respond to this to the extent necessary at its sole discretion, in particular by

- Terminating the Agreement for good cause; and/or
- Claiming an amount equal to 100% of the value of the Restricted Products sold under this Agreement which Castrol reasonably believes to have been exported in breach of the above provisions; payment is due within 14 days of Castrol's request for payment.

Code of conduct

The Purchaser confirms that it has read the Code of Conduct of the BP Group (available at: <https://www.bp.com/content/dam/bp/business-sites/en/global/corporate/pdfs/who-we-are/bp-code-of-conduct-german.pdf>) and undertakes, in connection with this Agreement and any transactions under it, to comply with all applicable principles of the BP Group Code of Conduct in all material respects. Further, the Purchaser shall ensure that its personnel are made aware of the BP Group Code of Conduct.

17. Termination

In addition to any other rights it may have, the Seller shall be entitled to terminate the Agreement without notice and without this giving rise to any liability on the part of the Seller if:

- the Purchaser commits a material or persistent breach of any of the provisions of this Part B and, in the case of a breach capable of being remedied, fails to remedy that breach to the satisfaction of the Seller within 14 days of receiving written notice of the breach; or
- continued performance of the Agreement would cause the Seller to contravene any local, state, national or international regulation or law.

Without prejudice to any other rights or remedies the Seller may have, if the Agreement is terminated pursuant to this clause 17, the Purchaser shall pay to the Seller all sums outstanding for lubricants delivered and services performed prior to termination. The provisions of this Part B shall survive the termination of this Agreement pursuant to this clause 17, .

18. Repackaging

The Purchaser is not entitled to repackage, blend, adulterate or reformulate any of the lubricants and will only sell lubricants in their original, unopened packaging and/or containers and will not alter, obscure, remove, conceal, deface or otherwise interfere with the decoration or visible design of such packages and/or containers. The Purchaser shall allow the Seller and/or its duly authorised representatives at any time to audit all such books, records, accounts and internal accounting control system that may be relevant to compliance with this clause.

19. Intellectual property

Each party (in this capacity, a "Receiving Party") undertakes to the other party (in this capacity, a "Disclosing Party") to treat as confidential all technical, commercial or financial information relating to the products or business of the other party or its affiliates (including, without limitation, all formulas, manufacturing methods and know-how, prices, pricing structures, costs, administrative and operational procedures) that is either designated as confidential or confidential by nature, regardless of how it is recorded, disclosed or received, including the terms of this Agreement ("Confidential Information").

Castrol's Confidential Information and all intellectual property rights therein or associated therewith shall remain the sole and exclusive property of Castrol. Nothing in this Agreement shall operate to grant the Customer any express or implied right, licence or permission to manufacture products based on the Confidential Information or any right to make any other use of Castrol's Confidential Information that is not expressly permitted.

20. Miscellaneous

Unless otherwise agreed in writing between the parties, nothing in this Agreement shall operate to:

- create a distribution partnership or agency relationship between the Purchaser and the Seller or any of its affiliates or create a partnership or joint venture between the parties;
- create a fiduciary relationship between the parties;
- authorise the Purchaser to make or enter into any commitments for or on behalf of the Seller or any of its affiliates; or

- grant any right or licence to the Purchaser in respect of our or any of our affiliates' trademarks or intellectual property.

The Purchaser is advised to save or print out a copy of these Terms and Conditions for future reference. These terms and Conditions can be viewed at any time at https://www.castrol.com/de_de/germany/home/terms-and-conditions.html.