

## **Purchase Order General Terms and Conditions**

### **1. Definitions.**

- (a) "BP" means the BP entity named in the PO (as defined below) that purchases the Goods (as defined below) and/or Services (as defined below).
- (b) "BP Affiliate" means (i) any legal entity directly or indirectly controlled by BP p.l.c., other than BP, where 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 are examples of forms of control; or (ii) a firm, undertaking, joint venture, association, partnership, or other form of business organization in or through which either an entity described in (i) above or BP 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
- (c) "BP Company" means BP and the BP Affiliates.
- (d) "BP HSSE Requirements" means all regulations, requirements, procedures, processes practices, systems and policies applicable at a BP Company 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 BP local operating management system handbook and all applicable BP Company operating procedures and practices that apply to the provision of any equipment and the supply of the Goods and/or Services.
- (e) "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.
- (f) "Existing Supply Agreement" is a written and signed agreement between BP 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 BP.
- (g) "HSSE" means health, safety, security and the environment.
- (h) "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.
- (i) "PO" means a purchase order or other order for the supply of Goods and/or Services placed by BP.
- (j) "Supplier" means the person, business, company, or other entity named in the PO from whom BP purchases the Goods and/or Services.
- (k) "Terms and Conditions" means the terms and conditions set out in the PO and these Purchase Order General Terms and Conditions, including, without limitation, Appendix 1.

### **2. Entirety.**

- (a) The terms and conditions which govern the provision of the goods ("Goods") and/or services ("Services") described in the PO are limited to the Terms and Conditions, and formation of any contract is expressly made conditional on Supplier's assent to the Terms and Conditions. Supplier's shipment or provision of any Goods and/or Services will be deemed to be Supplier's consent to the Terms and Conditions. The Terms and Conditions constitute the sole, entire, and exclusive agreement between BP and Supplier in this transaction and supersede all prior discussions, proposals, negotiations, representations, and agreements. BP 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 BP'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 the Terms and Conditions, no conditions, understandings, or agreements purporting to modify or vary the Terms and Conditions 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 the Terms and Conditions.

- (b) 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 Purchase Order General Terms and Conditions will not apply.

**3. Goods and/or Services Provision.**

BP shall buy and Supplier shall provide to BP the Goods and/or Services set forth in the PO, subject to the Terms and Conditions. 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 BP. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PO.** BP 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, BP 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 BP in writing of reasons for, and the estimated duration of the delay. If requested by BP, 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 BP to accept future shipments of non-conforming Goods and/or Services, nor deprive BP of the right to return non-conforming Goods and/or Services already accepted. BP may reject any Goods and/or Services that do not comply with the Terms and Conditions, and return these to Supplier at Supplier's risk and expense.

**5. Termination.**

- (a) BP may, without penalty or liability, cancel or terminate, in whole or in part, the PO or refuse any Goods and/or Services if Supplier or any of the Goods and/or Services do not comply with the Terms and Conditions.
- (b) BP may, in whole or in part, cancel or terminate the PO for any reason whatsoever on written notice. In the event BP serves notice of termination or cancellation pursuant to this Clause 5(b), BP shall compensate Supplier for Goods and Services completed and delivered to BP in accordance with the Terms and Conditions before termination but BP shall not compensate Supplier for loss of (prospective) profit or production.

- (c) Supplier may not suspend, cancel, or terminate, in whole or in part, the PO.

**6. Payment, Taxes.**

- (a) Supplier shall sell to BP 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(d), are full and complete, inclusive of all costs, including but not limited to expenses, duties, taxes, and customs charges, and BP 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. BP 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 BP.

- (b) BP 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 the Terms and Conditions.
- (c) Unless BP 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 BP. Payment terms shall be net sixty (60) days after the receipt by BP of an undisputed invoice. If BP reasonably and in good faith disputes its obligation to pay part or all of an invoice submitted by Supplier (the "Disputed Invoice"), then, upon BP's request, Supplier shall rescind the Disputed Invoice and resubmit a new invoice for the undisputed portion of the Disputed Invoice, which BP shall pay as required herein. Upon settlement by the parties of any dispute related to a Disputed Invoice, Supplier shall submit an invoice to BP for the balance of any additional charges agreed as due and BP shall make the appropriate payment as required herein. BP's failure to pay the Disputed Invoice will be deemed not to be a breach of the PO or these Terms and Conditions and Supplier shall continue to perform its obligations under the PO and these Terms and Conditions notwithstanding any dispute related to invoices.
- (d) 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. BP 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 BP 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 BP upon delivery of the Goods and Services to BP, provided, however, that title will transfer earlier if payment for such Goods and/or Services is made by BP.

**8. Inspection.**

BP 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 the Terms and Conditions or impair any rights or remedies of BP or imply acceptance of the Goods and/or Services by BP.

**9. Warranties, OFCCP, Employee Verification.**

- (a) Supplier represents, warrants and covenants that all Goods, Deliverables, and Services shall: (i) conform to the description, specification and quality specified by BP in the Terms and Conditions, (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 BP 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 BP HSSE policies, regulations, and requirements.

**(b) Unless exempt, Supplier and its sub-contractors shall abide by the requirements of 41 CFR §§ 60-1.4(a) (for women and minorities), 60-300.5(a) (for protected veterans) and 60-741.5(a) (for individuals with disabilities). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation or gender identity. Moreover, these regulations require that Supplier and its sub-contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, disability, sexual orientation or gender identity. In addition, if applicable, the provisions of 41 CFR § 61-300.10 (veterans' employment reports) and provisions of 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated by reference as terms and conditions herein and are binding on Supplier and its sub-contractors.**

(c) 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 BP. 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 BP and failure to comply with this requirement shall be considered a breach of the Terms and Conditions. Lastly, Supplier agrees to indemnify the BP Entities (as defined below) for any damages or expenses, including without limitation reasonable attorneys' fees, incurred by a BP 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.**

(a) Supplier shall treat as strictly confidential and not disclose to any third party any information obtained by Supplier in connection with the PO, including, but not limited to, Goods and/or Services ordered, quantities, specifications, prices, drawings, technical or marketing information, or information regarding the businesses or operations of a BP Company (collectively, "Information"). The Information shall be disclosed to only those employees of Supplier who have

a need know the Information. Supplier shall use the Information only as needed to perform the PO and for no other purpose. All Information shall remain the sole property of BP and shall be returned to BP at BP's request. Notwithstanding restricted legends to the contrary, no confidentiality obligation shall be imposed on BP by acceptance of Goods and/or Services supplied by Supplier.

- (b) Supplier shall protect BP's and the BP Affiliates' data ("BP's Data") at all times and will implement relevant industry best practice information security protections and controls, including without limitation operating information security management practices, relevant technical controls and ensuring that Personnel adopt good information security behaviours. Supplier agrees that it shall immediately notify BP of: (i) any actual, threatened and/or suspected unauthorised or unlawful access to, processing, destruction, damage or disclosure of BP's Data; and/or (ii) any accidental loss of BP's Data. If an incident referred to in this clause occurs, Supplier shall provide all necessary assistance as requested by BP with notifications that may be required under applicable law, including but not limited to the requirements set out in the the General Data Protection Regulation 2016/679.

(c) **Data Protection**

1. In these Terms and Conditions:

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

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

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

2. Supplier acknowledges that BP is the Data Controller in respect of any Personal Data that Supplier processes on BP's behalf in the course of providing Goods and/or Services pursuant to the PO and that Supplier is a Data Processor of such data.

3. The nature and purpose of the processing of Personal Data by Supplier where Supplier acts as a Data Processor is the supply and performance of Goods and/or Services pursuant to the PO. The categories of data subjects whose Personal Data will be processed in the course of providing the Goods and/or Services, and the types of such Personal Data which will be processed, are as set out in the PO.

4. The processing of Personal Data shall continue only for the duration of the PO, save to the extent required by applicable law .

5. Supplier agrees that it shall (and shall procure that each of its affiliates, personnel and sub-contractors shall):

- (i) only carry out processing of Personal Data in accordance with BP's instructions;
- (ii) not process or permit the processing of Personal Data outside the European Economic Area except: (i) where no European Personal Data is being processed under the Agreement; or (ii) with the prior written consent of BP and, where such consent is granted, Supplier undertakes to enter into a suitable agreement with BP and/or any relevant parties and/or adopt any necessary measures in order to ensure an adequate level of protection with respect to the privacy rights of individuals;
- (iii) "European Personal Data" in this sub-clause means Personal Data which comes within the scope of any of the laws and regulations of the European Union, the European Economic Area and their member states, and the United Kingdom applicable to the processing of Personal Data as amended from time to time;

- (iv) ensure that Supplier's personnel engaged in the processing of Personal Data shall treat as strictly confidential any Personal Data, and are bound under an appropriate obligation of confidentiality;
- (v) at no additional cost, take such technical and organisational measures as may be appropriate to assist BP, insofar as this is possible, to comply with (i) the rights of individuals under applicable data protection laws, including subject access rights, the rights to rectify and erase Personal Data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data; and (ii) information or assessment notices served by any data protection authority;
- (vi) at no additional cost, assist BP in complying with its obligation, where applicable, to undertake a data protection impact assessment; and
- (vii) immediately inform BP if, in its opinion, an instruction as per Clause 10(c)(5)(i) above infringes the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) or other European Union or Member State data protection provisions, in accordance with Article 28(3) of the General Data Protection Regulation.

#### **11. Publicity.**

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

#### **12. Intellectual Property.**

Supplier hereby assigns and grants, and shall cause the Personnel, agents and sub-contractors to assign and grant, to BP 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 BP 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 BP.

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

Supplier agrees to grant and hereby grants to BP, extendable to any other BP Company, 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 BP Company 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, BP 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 the Terms and Conditions. Supplier agrees that BP may audit and inspect Supplier's performance and internal control system on a basis to be agreed to the extent necessary for BP to comply with its assessment obligations under the Sarbanes Oxley Act 2002.

#### **14. Indemnity.**

Supplier shall indemnify, defend and hold harmless the BP Companies and their directors, officers, agents, employees, and personnel (collectively, the "BP 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 the Terms and Conditions, (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 BP's request, Supplier shall give BP the right, solely at Supplier's expense, to defend and/or settle the claim, and shall provide BP reasonable assistance in such defense and/or settlement.

**15. Limitation of Liability.**

**IN NO EVENT SHALL BP 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 BP IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY BP 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.**

At all times during Supplier's performance hereunder, Supplier shall maintain and cause its sub-contractors to maintain, at their expense, sufficient and customary insurance coverage typically procured in Supplier's industry when carrying out the Goods and/or Services with generally acceptable underwriters. Supplier will cause its insurers to waive rights of subrogation on all policies and provide evidence of insurance if requested by BP.

**17. Safety.**

Supplier shall furnish to BP 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 BP HSSE Requirements, all applicable Laws, industry standards and BP's requirements. If the Supplier is required to provide Services at a BP site, the Supplier shall comply with BP'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 BP HSSE Requirements. Supplier shall comply with Appendix 1 attached hereto and incorporated herein by reference.

**18. Code of Conduct.**

In connection with Supplier's performance of the PO, Supplier agrees to act consistently with BP's Code of Conduct which is found at:

<http://www.bp.com/sectiongenericarticle.do?categoryId=9003494&contentId=7006600>

and to adhere to the principles set forth therein including, but not limited to, the principles relating to human rights and non-retaliation against "whistle blowers". Any failure to comply with this Clause shall be deemed a material breach of the Terms and Conditions.

**19. Anti-Corruption Obligation.**

BP has a zero tolerance policy towards bribery and corruption, including but not limited to as regards providers of services to BP and Facilitation Payments/grease payments. Supplier agrees that in connection with the PO it and its Related Parties will comply with all applicable anti-bribery and corruption and anti-money laundering Laws, and will not offer, give or agree to give any person whosoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the "Anti-Corruption

Obligation"). For the purpose of this clause, Supplier's 'Related Parties' means its affiliates, sub-contractors, suppliers, agents, intermediaries, and its and their directors, officers, employees, and personnel. Supplier agrees to procure that each of its Related Parties complies with this Clause 19. Supplier shall: (a) immediately report in writing to BP details of any breach of the Anti-Corruption Obligation; (b) ensure and monitor compliance with the Anti-Corruption Obligation; (c) make clear, in its dealings connected to BP, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and (d) permit BP to inspect, audit and make copies at BP's expense of any books and records of Supplier relating to the PO and Supplier's compliance with the Anti-Corruption Obligation (including without limitation through the appointment of an independent and internationally respected auditor at BP's expense). The rights set out in this Clause 19 will be exercised in accordance with all applicable competition Laws.

BP shall have the right to terminate the PO or suspend any Goods and/or Services or payments with immediate effect if BP reasonably believes in good faith that Supplier has breached in any material respect any of the requirements set out in this Clause 19.

## DEFINITIONS

"Facilitation Payments" shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) BP is entitled to under the Laws of the relevant country.

"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 percent, 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.

### **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 BP its intention to comply with this Clause 20 upon BP's request. Child Labor is defined by the International Labour Organisation Minimum Age Convention (C138, 1973).

### **21. Supplier Diversity Requirements.**

It is BP's policy that minority-owned and women-owned business enterprises ("M/WBEs") should have the maximum opportunity to participate in the performance of its contracts. Supplier agrees to use its best efforts to give M/WBEs the maximum practicable opportunity to participate in the sub-contracts it awards and to use M/WBEs to provide goods and services incidental to the PO to the fullest extent consistent with efficient performance of the PO. Supplier's support for M/WBE development may also include participation in workshops, mentor relationships, networking events and training. Supplier agrees to furnish appropriate information about its M/WBE program upon request of BP, including without limitation the identities of such enterprises and amounts involved. This information will be input by Supplier in BP's internet based reporting tool if requested by BP.

### **22. Remedies Cumulative.**



No remedy, including without limitation, rights of termination, conferred by the Terms and Conditions 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 BP or Supplier of any provision of the Terms and Conditions 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 the Terms and Conditions 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 the Terms and Conditions.

**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 the Terms and Conditions.

**25. Relationship of Parties; Third Party Beneficiaries.**

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 BP. BP 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 BP Companies) any benefit or any legal or equitable right, remedy or claim.

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

- (a) 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 PO, including without limitation any which may come into force during the period of the PO.
- (b) Supplier confirms that it has carefully reviewed the *BP Business and Human Rights Policy* which is available at the [www.bp.com](http://www.bp.com) website. In connection with Supplier's performance of the PO and consistent with the policy, 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:
  - (i) not employing, engaging or otherwise using forced labour, trafficked labour or child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
  - (ii) providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
  - (iii) mitigating or avoiding adverse impacts to communities arising from the Supplier's activities to the extent practicable.

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 Terms and Conditions 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 BP and certify any information requested by BP to demonstrate Supplier's compliance with the prohibition of slave labor and human trafficking in its performance of the PO.

Any failure by Supplier to comply with this Clause 26(b) or the representations and warranties stated in this Clause 26(b) shall be deemed to constitute a material breach of the PO and these Terms and Conditions, entitling BP to terminate the PO forthwith upon written notice to Supplier, but without prejudice to BP's other rights and remedies under the PO, these Terms and Conditions, or at law.

- (c) 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 BP against all claims, suits, actions, damages, settlements, losses, liabilities and costs, including without limitation reasonable attorney's fees, suffered or incurred by BP and any BP Affiliate relating to any failure by Supplier to comply with Trade Restrictions.
- (d) 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 BP. Upon reasonable request, BP shall provide Supplier, at no cost to BP, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. BP assumes no responsibility or liability for Supplier's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.
- (e) 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.
- (f) **Compliance with REACH Regulations**  
Supplier warrants and represents that it has fully registered all substances contained within the Goods which require registrations (to support identified uses as notified by BP) in accordance with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (the "REACH Registration"). For the purposes of this Clause, registration of substances within Goods supplied as intermediates shall not be considered full registration unless otherwise agreed with BP. 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 BP regularly informed of any changes in the REACH Registration details of any of the substances contained within the Goods.

If reasonably requested by BP for the purpose of legal compliance obligations, 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 BP accurately reflects the REACH Registration and complies with the Safety Data Sheet content requirements of REACH.

**27. Assignment.**

Supplier may not assign, delegate, transfer, or subcontract the PO or any rights or obligations herein without BP's prior written consent. BP may assign its rights or obligations hereunder to a BP 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, the Terms and Conditions 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.**

The PO and Terms and Conditions 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. Without prejudice to the foregoing, the PO and Terms and Conditions 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.

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## **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 the Purchase Order General Terms and Conditions.

#### **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 & BP HSSE Requirements**

The Supplier shall:

3.1. Comply with all HSSE laws and BP HSSE Requirements in the supply of the Goods and/or Services.

3.2. Promptly on request, provide assurance to BP 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 BP 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 BP or a BP Affiliate.

3.5. Monitor Personnel's understanding and observance of applicable HSSE laws and BP 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 BP 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 BP HSSE Requirements.
- 4.3. Support any BP or BP Affiliate efforts to engage the Personnel, that form part of BP's or BP 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 BP, 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 BP in writing that this has been carried out.
- 4.6. When requested by BP, 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 BP 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 BP, provide verification that sub-contractors comply with all the Terms and Conditions, contracts, HSSE and other site controls.
- 5.3. The Supplier shall, when requested by BP, 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 BP or BP Affiliate premises.
- 6.2. Develop, document, implement and maintain processes and procedures to ensure that all Personnel when carrying out any work activity at BP or BP Affiliate premises or on behalf of BP or BP 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 BP's web site. Details to be supplied to the Supplier on receipt of written request.
- 6.4. Notify BP 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 BP's or BP 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 BP or BP Affiliate premises or on behalf of BP or BP Affiliate at third party premises or performing a delivery at a site, communicate to BP 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 BP or BP 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 BP 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 BP or a BP 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 BP or BP Affiliate premises or on behalf of BP or BP 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 BP, 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 BP 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 BP or BP Affiliate workforce or Personnel are operated and maintained to a defined standard and that their use is in accordance with BP HSSE Requirements.

## **10. Medical Facilities**

The Supplier shall identify and agree with BP 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 the Terms and Conditions, BP and the BP 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 BP's web site. Details to be supplied to the Supplier on receipt of written request.