

General Terms and Conditions of Sale and Delivery of DHC Solvent Chemie GmbH (DHC)

1. General

1.1 Our General Selling Terms and Conditions (hereinafter referred to as "GTC") shall apply exclusively and shall be an integral part of each contract concluded between us and the Purchaser. In case of regular business relationships they shall also apply for all future business transactions. Deviations, especially buying conditions of the Purchaser, shall only apply if confirmed by us in writing. However, these GTC shall not apply vis-à-vis non business consumers ("Verbraucher").

1.2 Our GTC shall also be applicable if we perform the delivery or service without objections despite knowing of such conflicting or differing conditions. At the latest on acceptance of our delivery, our GTC shall be regarded as accepted, even if the Purchaser referred to his own conditions on signing of contract.

2. Offers, Order Acceptance

Our offers are made without legal commitment. Orders shall be held accepted when confirmed by us in writing or carried out by sending the merchandise to the ordering party. Any verbal agreements made before closing of contract shall be invalid. Verbal amendments or additions to the contract shall be applicable only after confirmation in writing.

3. Prices, Price Adjustments

3.1 The deliveries shall be invoiced at the agreed prices.

3.2 We reserve the right to increase prices correspondingly in the event that cost increases occur for reasons not within our control subsequent to the conclusion of contract, in particular due to imposition of public dues on the product, or increase in the statutory charges which were the basis of price agreement, or of subsidiary charges which were covered with the price. Any allocation of public dues to the purchase price shall be effected as a lump sum amount. If the calculated freight costs are based on a minimum-quantity rate, any freight differences in the event of not achieving the agreed quantity shall be borne by the Purchaser.

3.3 In addition we reserve the right to make appropriate price increase if, after closing of contract, events occur as described in Sec. 3.2 leading to an increase in our costs of procurement. The same shall be applicable if we are obliged to make use of procurement sources not previously used or not previously used to this extent in order to maintain delivery (without any entitlement on the part of the Purchaser) and this leads to an increase in procurement costs. The Purchaser may reject such price increase within one week after notification of such price increase; we can then terminate or rescind the contract within one week.

3.4 The prices are plus VAT at the applicable statutory level, in the case of oil products as well plus mineral oil tax and other duties at the applicable statutory level.

4. Payment, Securities, Offset and Right of Retention

4.1 Payment shall be made in accordance with the agreement entered into without discount. In case a term of payment is not agreed, payment shall be due without delay after receipt of invoice. The place of fulfilment for the payment obligation is Mülheim an der Ruhr. Bills and cheques shall be accepted on account of performance. Discounting charges and the other charges shall be borne by the Purchaser.

4.2 In the event of delay in payment, dispute of the claim, or other serious breaches of contract, we may at any time revoke a respite granted or the granting of a period for payment. We shall also be entitled to revocation in the event that there are serious reasons to believe that there is a major impairment of the asset situation of the Purchaser and this suspicion is not immediately refuted despite a request to this effect.

4.3 Under the conditions of Sec. 4.2, we are entitled to make further deliveries dependent on advance payments or to suspend provisionally the fulfilment of existing delivery obligations including obligations where there is no delay in payment and after fruitless elapse of a reasonable additional period for payment to claim damages or to rescind the contract. We are also entitled to demand return of our product delivered under retention of title, without having to rescind the contract; the Purchaser can then demand renewed delivery only after making complete payment. § 321 German Civil Code ("BGB") shall remain untouched.

4.4 The Purchaser shall be entitled to assert a retention right only if his counterclaims have been contested, ascertained res judicata or recognised by us and are based on the contractual relationship.

5. Incoterms

If Incoterms have been agreed, Incoterms shall apply in the applicable version at the date of delivery.

6. Delivery, Place of Performance, Passing Risk

6.1 Unless otherwise agreed, our delivery is in all cases as per FCA Incoterms 2010 ex delivery warehouse in our production site (the "delivery point"). Our delivery obligation is fulfilled with transfer of the goods to the forwarding agent / haulage contractor. The risk shall pass upon loading/filling of/into the merchandise into the transport facility of the Purchaser; this shall also apply if the arrangement includes freight paid delivery. If dispatch has been delayed for reasons for which the Purchaser is responsible the risk shall pass upon communication that the merchandise is ready for dispatch.

6.2 Unless otherwise agreed, we determine the mode, route and means of transport, taking account of the reasonable interests of the Purchasers as known to us. We will obtain insurance cover for the delivery only at the explicit request of the Purchaser, whereby costs are to be borne by Purchaser.

6.3 Delivery quantity shall be determined as the weight or volume ascertained at the delivery point, for example by tank measurement or by empty/full weighing of the means of transport, or the weight or volume officially determined by the customs authorities. In the case of batches delivered from road tank trucks or tank wagons, the delivery quantity is to be determined on a binding basis by means of the flow meter or other measurement device of the means of transport. The decisive criteria for quality are the data determined by the delivery point.

6.4 In the event of default in acceptance on the part of the Purchaser, we shall be entitled to store such quantities at the Purchaser's risk and cost, and to invoice him for such quantities as being delivered, including all subsidiary costs, or to rescind the contract, or to claim damages. Default in this sense shall include failure by the Purchaser to nominate the means of transport properly and within the due time, for a calendar day within the delivery period.

6.5 We shall be liable for compliance with delivery deadlines only if we explicitly gave an assurance of delivery deadline in writing.

7. Use of the Goods

The Purchaser is responsible for use of the goods for the intended tax and customs permitted purpose, and for the recipient within the meaning of tax law having the necessary customs permit. He shall be liable, regardless of culpability, for tax and customs dues including any interest and surcharge payments that we or the manufacturer may have to pay due to use of the goods in a manner contrary to the

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intended purpose, or due to lack of customs permits. The Purchaser shall indemnify us and/or the manufacturer for any penalty and/or administrative fines imposed, provided that the imposition of such fines is not imputable to us and/or the manufacturer. This shall also apply if a penalty/administrative fine is imposed against a responsible person of DHC and/or the manufacturer.

8. Means of Transports and Containers

8.1 In case DHC shall carry out the transport of the merchandise the Purchaser shall empty means of transport (road tank trucks, tank wagons, tanker ships) and containers of DHC without delay, not later than within 2 hours by using road tank trucks, 71 hours by using tank wagons and 15 hours by using tanker ships on their arrival at the place of reception, and shall send them back to us in proper condition, and free of freight charges and other expenses to the place determined by us, or in the absence of determination of such place, to the place of shipment. Failing to do this, he must pay the standard demurrage fees or stall money and packing rentals. The Purchaser shall be held responsible for damage or loss of means of transport or leased containers let to him or a third party named by him starting from the day of dispatch to the day of return at the return address nominated by us.

8.2 Where the Purchaser is to provide the means of transport and tanks, he shall send them to the agreed filling point at his own risk, in due time and free of charges for freight and expenses. We shall be entitled to send back any damaged means of transport and tanks to the Purchaser at the latter's risk and expense, and instead of these to provide and dispatch leased or own means of transport and tanks, at a reasonable charge. We shall not be liable for any impurities in the product or other damage caused by the Purchaser's means of transport and tanks not being clean, or other deficiencies in their condition.

9. Force Majeure

9.1 A case of Force Majeure shall be held as exemption from the obligation to perform as long as and to the extent that disturbance lasts. We shall be entitled to subsequently deliver the missing quantities. If, in the above mentioned case, the quantities available to us are not sufficient, we shall be entitled to equally shorten all our obligations to perform and in the amount of non-available volumes we shall be exempt from obligations to perform.

9.2 Events of force majeure within the meaning of the previous paragraph shall include all circumstances whose origin is outside of our control, in particular war or warlike conditions, boycott, strike, civil commotion, sabotage, fire, power failure, explosion, lock-out, disturbances in the IT system, complete or partial production discontinuation or interruption, limiting measures of all kinds by governments and/or public authorities, blockage of the usual shipping routes or any other hindrance of transportation, disturbances or difficulties in raw material or product procurement with respect to an existing or intended source of supply, declaration of a supply crisis by the International Energy Agency, or distribution and consumption restricting measures taken in connection with implementation of the "International Energy Program" or the Energy Security Act, or similar regulations whether applied on a voluntary or mandatory basis.

10. Frustration of Contract

The usability and efficiency of the delivered goods for the purposes of the Purchaser shall not form the basis of the contract within the meaning of § 313, section 2 BGB.

11. Reservation of title

11.1 We retain title to the goods delivered until complete payment of the purchase price, including the purchase price for any previous deliveries. In the event of processing, mixing or blending of the goods with goods of the Purchaser, the Purchaser hereby transfer to us any ownership/part ownership he has of the goods in the ratio of the pro-rata value of the goods delivered by us to the value of the other goods. Goods subject to retention of title shall be kept with the diligence of a prudent businessman. They may be sold only in the proper course of business, but no rights to them may be transferred by way of lien or security.

11.2 If the goods are sold onward before complete payment, their place shall be taken by the purchase price receivable, which is hereby assigned to us as of now. In the event of onward sale together with other goods or after inseparable blending, said advance assignment shall be applicable only to the amount of the gross invoice value of our goods subject to retention of title. The Purchaser shall be entitled to collect the receivable thus assigned, as long as he fulfils his obligations towards us and as long as there is no major impairment of his assets. The assigned receivable must not be used as a collateral for loans, or assigned for the purpose of factoring. If entitlement to collection lapses, the Purchaser shall at our first request communicate to us the identity of those who owe him such receivables, and transfer to us all documents necessary for collection of such receivables. We will on request release all receivables assigned by way of security, where the value exceeds the value of our claims by more than 20%.

11.3 If goods subject to retention of title or receivables assigned in advance are endangered by compulsory execution measures of third parties or in any other way, the Purchaser shall inform us thereof without delay and transfer the documents needed for our intervention.

12. Warranty

12.1 All sample and analysis data give only non-binding indications of the average characteristics of the goods, except where certain characteristics are explicitly agreed in writing. Variations in characteristics and appearance that are usual in commerce give no entitlement to make claim for defects.

12.2 Notifications of defects with regard to quality, wrong deliveries and quantity deviations, insofar they can be established by reasonable checks, have to be ascertained without delay, however, not later than within 8 days after receipt of the merchandise at the place of destination, in the case of hidden defects with regard to quality within 8 days after identification. Upon expiry of this period the merchandise shall be considered to have been approved. Return of the merchandise shall only be permitted after this has been agreed with us.

12.3 In the event of defective deliveries, we can first of all at our option provide replacement delivery or rectification of defects (subsequent fulfilment). Subsequent fulfilment is excluded if it involves disproportionate costs for us. In the event of failure of subsequent fulfilment (e.g. unreasonableness, refusal or unreasonable delay), the Purchaser is entitled to a reduction in the price. He shall have no right to rescission of contract. This is not applicable as long as the infringement of obligation is not due to a defect in the goods (§ 309 No. 8 (a) BGB). This does not affect the right of the Purchaser in the event of deficiency of the goods due to our culpability, to claim damages under the conditions set out in Sec. 13.

13. Liability; Limitation period

13.1 Our liability for fault – on whatever legal grounds - shall be limited by the following provisions.

13.2 We shall not be liable

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a.) in the event of ordinary negligence ("einfache Fahrlässigkeit") on the part of our lawful representatives, employees or vicarious agents;
b.) in the event of gross negligence ("grobe Fahrlässigkeit") on the part of our non-executive employees or vicarious agents, where this is not a case of infringement of an essential contractual obligation ("Cardinal Obligation"). Cardinal obligations are the obligation to timely delivery of goods that are free from defects, and duties of advice, protection and safety, enabling the Purchaser to make use of the goods for its purposes in accordance with the provisions and to protect the physical integrity of the staff of the Purchaser or third parties or the property of the Purchaser from significant harm.

13.3 Where we are in principle liable for damages pursuant to Sec. 13.2, this liability is limited to the extent of typical damage which we foresaw ("typisch vorhersehbarer Schaden") at the time of closing of contract as a possible consequence of infringement of contract or should have foreseen in view of the circumstances which we knew or should have known on application of the diligence usual in commerce.

13.4 We shall be liable exclusively for direct damage, to the exclusion of indirect damage e.g. consequential economic loss, in particular lost profit. Similarly, we have no liability for pure economic losses.

13.5 In the event of liability for ordinary negligence - even where this is a case of infringement of cardinal obligations - our obligation to compensate for damages is limited to an amount of €100,000 per case of damage but limited to a maximum of three times the invoice amount referring to the defective goods, exclusive of value added tax.

13.6 Detached from the foregoing liability limitations in accordance with Sec. 13.4 und 13.5, our liability shall extend to the amount covered by our company third party and product liability assurance if applicable.

13.7 The above exclusions of liability and limitations shall be applicable to the same extent for the personal liability of our corporate bodies, legal representatives, staff and other persons employed for the fulfilment of contract.

13.8 The limitations of liability under Sec. 13 shall not be applicable to our liability to action with intent, for warranties given, for fatalities or physical injuries or damage to health, or for liability under the German Product Liability Act ("Produkthaftungsgesetz").

13.9 The limitation of action in respect of a claim between us and the Purchaser shall be 1 year after the passing of risk, unless claims from producer liability ("Produzentenhaftung") in accordance with §§ 823 and following of the BGB have been ascertained.

14. Exclusion of liability for information, specimens

In derogation of Sec. 13 information about possibilities for processing and using our products, technical advice and other information are given according to the best of our knowledge, however, without obligation and excluding any liability; samples and specimens shall be considered to be only approximate and not binding demonstration material, unless expressly agreed to the binding.

15. Data processing

Processing and use of personal data shall be affected for specific purposes. In other respects we store, change or transfer or else use these data exclusively within the limits stated by §§ 4 (1); 28 (1) and (2) of the German Federal Data Protection Act ("BDSG").

16. Code of Conduct/Ethic

16.1 In connection with the contract Purchaser entered into with DHC the Purchaser agrees to comply and to act consistently with the BP principals of the business policy in particular with regard to bribery, corruption and money-laundering contained in BP's Code of Conduct which is found at www.bp.com/codeofconduct.

16.2 Any failure to comply with the "Code of Conduct" shall be deemed a material breach of the contract.

17. Venue, applicable law

Exclusive venue for all disputes shall be Duisburg or, at the discretion of the plaintiff, the court competent for the defendant. German law shall apply to the contract, however, under exclusion of the "UN Convention on Contracts for the International Sale of Goods".

18. Severability

In the event of invalidity of individual provisions, the validity of the other provisions shall remain unaffected thereby. . In such an event, the ineffective provision shall be replaced by the effective provision that comes closest to the economic purpose of this Agreement.

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