

Castrol Germany GmbH – General Terms and Conditions
(Version: 01 May 2021)
Translation from German - in case of discrepancies, the German version shall prevail

Part A – General provisions

1. Interpretation

Where the terms "we", "us", "our", etc. are used, then these refer to the seller (Castrol Germany GmbH) and the terms "you", "your", etc. refer to the buyer (the person, the company or the corporation which acquires the lubricants). "Affiliate company" is any corporation associated with Castrol Germany GmbH within the scope of Section 15 of AktG (Companies Act) in these General Terms and Conditions.

2. Applicable scope

The delivery of lubricants (this includes all the oils, greases, fluids delivered by the seller to the buyer as well as the related products) or additional services (such as the lubricant analysis, training, technical consultation or services and equipment deliveries), by the seller to the buyer is carried out on the basis of these Terms and Conditions, unless the parties have made a deviating agreement in writing. These General Terms and Conditions of the seller are applicable to the contract; the provisions presented by the buyer (for example, in an order, order confirmation, specification sheet or otherwise) (in particular, the general terms and conditions of the buyer) are not applicable to the contract concluded between the parties, even if the seller does not explicitly object to them. Every order or acceptance of an offer by the buyer represents an offer or approval of the buyer for the purchase of the lubricants and services on the basis of these General Terms and Conditions.

3. Conclusion of the contract (order)

All of our offers are non-binding and noncommittal. An order is considered as accepted only if we have confirmed out acceptance in writing or the goods were delivered by us.

Direct customers:

Normal orders are delivered free of cost.

Direct automotive customers:

For packed goods, either a minimum order quantity of 200 litres per order or the minimum order value of €550.00 per order must be achieved. Otherwise we levy a surcharge of €230.00 per order.

For materials in bulk/mini-bulk materials, the minimum order quantity of 750 litres per order item must be achieved. Otherwise, we levy a surcharge of €230.00 per order item. The order quantity per order item for materials in bulk/mini-bulk materials must be at least 400 litres.

Direct industry customers:

For packed goods, either a minimum order quantity of 200 litres per order or the minimum order value of €225.00 per order must be achieved. Otherwise we levy a surcharge of €50.00 per order.

For materials in tank/mini-bulk materials, the minimum order quantity of 750 litres per order item must be achieved. Otherwise, we levy a surcharge of €50.00 per order item. The order quantity per order item for materials in tank/mini-bulk materials must be at least 400 litres.

There is a minimum batch size for certain products, of which you will be informed by us in the case an order is issued.

A surcharge of €230.00 per order is levied for express deliveries for packed goods. An additional logistics surcharge can accrue, depending on the freight costs. In addition, the above mentioned minimum order quantities and values are applicable for express deliveries. An express delivery is not possible for materials in tank/mini-bulk materials.

Indirect customers:

A minimum of 15,000 litres must be ordered for packed goods (full truck load). We will initially levy a surcharge of €450.00 per order for orders below the minimum order quantity of 15,000 litres.

The minimum order quantity is 750 litres per order item for materials in tank/mini-bulk materials. We levy a surcharge of €230.00 per order item for quantities below this amount. The minimum order quantity per order item for materials in tank/mini-bulk materials is 400 litres. We levy a surcharge of €55.00 per order item for third-party deliveries of materials in tank/mini-bulk materials.

There is a minimum batch size for certain products, of which you will be informed by us in the case an order is issued.

A surcharge of €230.00 per order is levied for express deliveries for packed goods. An additional logistics surcharge may be charged, depending on the freight costs. Besides, the above-mentioned minimum order quantities and values are applicable for express deliveries. An express delivery is not possible for materials in tank/mini-bulk materials.

All the orders are subject to possible further constraints defined by the seller (for example, related to the minimum quantities delivered or lead times).

4. Delivery

All consignments are sent at the buyer's risk, even if the delivery has been agreed as freight paid. The transfer of risk takes place with the transfer of goods to the forwarder or the carrier, upon leaving the plant or the warehouse at the latest. We select the route as per our best judgement in the absence of any special agreement with the buyer and to the exclusion of any liability, unless we are culpable for an intentional fault or fault due to gross negligence or it concerns compensation of damage due to injury to life, limb or health.

We are liable for the meeting a specific delivery deadline only upon explicit written agreement. The date of consignment from the dispatching plant or warehouse is relevant for the calculation of time in this case, in the absence of a deviating agreement. We are not liable for delivery delays caused by the preliminary suppliers as well as by the bodies entrusted with transport. For other delivery and service delays due to force majeure and due to events that make it significantly difficult or impossible for us to deliver – these also include strikes, lockouts, official directives and non-availability of raw materials, even if these occur at our suppliers or sub-suppliers – we are not liable responsible for meeting binding dates and deadlines that have been agreed.

If there are no facts excluding liability according to the previous paragraph and we are responsible for the failure to meet the bindingly agreed deadline, then all claims of the buyer are restricted to the invoice amount of the deliveries and services affected by the delay. Any further claims are excluded, unless the delay is based on willful intent or gross negligence or results in damages from injury to life, limb or health. However, we are not liable for unforeseeable damages or for remote consequential damages, even in case of gross negligence, such as, for example, loss of or disruptions to production incurred by buyer.

We are always authorized for partial deliveries within a reasonable scope. These may be separately invoiced.

If the deliveries are carried out outside the standard working hours for reasons beyond our control, then we are authorized to separately invoice the additional costs incurred due to this. If the buyer does not place an order in due time so that we cannot plan transportation in a timely manner, then the delays are to be exclusively borne by the buyer.

In order to enable secure delivery for the seller, the buyer is obliged to ensure secure receipt of the lubricants. The buyer is responsible for unloading the lubricants in packages or other containers. The seller will carry out a delivery to the buyer only if he considers it secure. It is the sole responsibility of the buyer to provide appropriate tools and equipment for receiving and unloading the lubricants as well as for the storage after delivery.

If delivery of the lubricants is carried out with a hose, then the following is applicable:

- Delivery by tanker truck may take place only at the storage location/storage tanks/storage facilities, which were inspected and approved in advance by us or by a contract partner named by us.
- Delivery must be carried out in accordance with our health, safety and environmental guidelines.
- Delivery is considered to be rendered by us and accepted by you at the outlet of the hose.

We will carry out delivery to you only when we have determined that this does not represent any hazard. In order to give us the opportunity to carry out the delivery in accordance with our health, safety and environmental guidelines:

- You must fill out our checklist, where applicable, before delivery, inform the driver of our delivery vehicle upon his arrival about the special safety regulations at your plant and supervise him during unloading; and
- ensure that all the storage locations/storage tanks/storage facilities are marked correctly and in a clearly visible manner; and
- ensure that your place of delivery corresponds to the latest applicable storage regulations and that there is clear and secure access to all the places of delivery; and
- bear sole responsibility for provision of appropriate and safe tools and equipment for receiving and unloading the lubricants and for storage of the lubricants after delivery.

We are entitled to hold back the delivery of lubricants that are yet to be delivered in case of non-compliance with any of these conditions, regardless of the other rights or legal remedies available to us.

Requests regarding:

- special delivery instructions or
- documentation of non-standard deliveries

must be made at the time of order placement. We will inform you if we are in the position to fulfill your request and also about additional costs or conditions and about any impact on delivery times.

If the delivered products differ from the order, have quality defects or were already damaged at the time of delivery, then returns of goods are free of cost in principle. A fee will be levied for return in case of zero- defect product delivery according to the order. We do not offer any sale or right of return for our products.

5. Pricing and payment terms

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If a price for the goods has not been agreed, then this is calculated according to the prices generally applicable on the day of order placement. We are entitled to demand additional costs for delivery from our buyer in addition to the agreed prices or prices generally applicable on the day of order placement (plus VAT), if these arise after the conclusion of the contract, independent of whether these additional costs refer to the statutory or other provisions and/or actual conditions. In particular, these additional costs include export and import charges such as customs duties and taxes, charges for loading, freight and forwarding charges, as well as raw material costs and wages.

Furthermore, the buyer is obliged to reimburse all additional costs to the seller incurred by the seller if a delivery cannot be carried out due to circumstances, for which the buyer or a representative of the buyer is responsible, or if the buyer refuses to accept the ordered lubricants.

All amounts mentioned by the seller, listed in the contract or agreed with the buyer, do not include taxes and duties. All applicable taxes and duties shall be borne by the buyer.

The seller shall invoice the buyer for all deliveries made to the buyer. The invoices include the quantities of the delivered lubricants as well as all additional costs incurred by the seller related with the respective delivery. The seller is entitled to deliver the invoice exclusively in electronic format; the buyer is obliged to set up and provide the required devices for receipt.

Unless agreed explicitly and in writing otherwise, the invoices are due within 30 days from the invoice date and payable without deduction.

Provided the seller has not agreed on another method of payment in writing, the payments shall be made via direct debit into the bank account communicated to the buyer. Payments by cheque are not possible and are not considered as payment rendered. The invoice number as well as the name of the buyer must be specified for payments to the seller.

The buyer is entitled to offsetting or exercise the right of retention only if the counterclaim is indisputable or legally established.

6. Default in payment

If the buyer is in default with a payment, then the seller (regardless of the rights or legal remedies otherwise available to him) is especially entitled

- to claim default interest amounting to nine (9) percentage points p.a. above the base interest rate (Section 247 of BGB (German Civil Code) on the amount owed to him. This interest is due on a daily basis until the amount owed by the seller is credited to his bank account,
- to demand advance payment (or a sufficient security) as well as immediate payment of all pending amounts for future deliveries, and/or
- to cancel or to reduce the existing credit line and/or to hold back future deliveries, and/or
- to reject further orders – regardless of an existing framework contract.

We reserve the right to revoke or reduce a credit line granted not only in the event of a default but at any time.

7. Workplace and product safety

The buyer is obliged to point out to any person handling, using or having access to the lubricants, or to the purchaser of the lubricants from the buyer (in whole or in part), the warnings, information or recommendations provided in the product data sheets of the seller, in other documentation about the lubricants or on the label or packaging of the lubricants or to which references have been made therein. The buyer is obliged to comply with these warnings, information and recommendations and to ensure compliance by said persons. The buyer is further obliged to take into account all obligations related to health, safety and environment incorporated in the laws of the countries in which the lubricants are sold or handled.

8. Retention of title

We retain ownership of the delivered goods until fulfilment of all claims, which are due to us at present or in future against the buyer on whatever legal grounds (goods subject to retention of title). The suspension of individual claims in an ongoing invoice as well as settlement of balance and its acknowledgement do not affect the retention of title. If the value of the collateral available to us exceeds our claims by more than 20%, then we are obliged to release the collateral at the buyer's request at our own discretion.

The buyer is entitled to resell the goods subject to retention of title, conditional to possible withdrawal by the seller upon presentation of a significant reason in the scope of normal business activities; default by the buyer is particularly considered as a significant reason for withdrawal. It is not deemed as sale in normal business activities if the customer of the buyer demands a non-assignment clause. The buyer transfers his claims obtained from the further sale for the case of permissible resale to us and we accept this assignment. However, the buyer is authorized to collect the claims until withdrawal.

Our retention of title also extends to products resulting from the processing in case of processing of the goods subject to retention of title. If the goods subject to retention of title are processed, mixed or combined with the goods that are in the ownership of a third party, then we acquire co-ownership of the products developed hereby in proportion of the invoice value of the goods subject to retention title to the invoice value of the remaining goods. This correspondingly applies for mixing or combining with goods in the property of the buyer. The use of lubricant in machines that are used for the manufacturing of products is also regarded as processing within the above meaning, so that our retention of title regarding the lubricant also extends to cover the products

developed from the processing.

We are entitled to temporarily take back goods subject to retention of title as collateral without having to withdraw from the contract or to demand assignment of claims of surrender of the buyer against the third party, if required, in case of conduct of the buyer that violates the contract, especially for default in payment.

The buyer must inform us immediately about a garnishment or another impairment of the goods subject to retention of title and claims assigned to us by a third party. The buyer is obliged to immediately inform the third party about our retention of title.

Until ownership of the lubricants is transferred from the seller to the buyer, the buyer is obliged

- to store the lubricants in the role of custodian for the seller,
- to store the lubricant separately from other goods in his possession so that they remain identifiable as property of the seller,
- not to remove, render illegible or cover the labels or packaging of the lubricants (or related to the lubricants),
- to keep the lubricants in good order and condition and to insure them from (and including) the day of delivery at full price against all risks, wherein the buyer hereby assigns to us the rights from the insurance contract, the conclusion and maintenance of which must be proved on our demand.
- to inform the seller immediately if the buyer is subject to insolvency events listed in Clause 11,
- to provide the information to the seller requested by him from time to time with regard to the lubricants.

If the lubricants owned by the seller are mixed with other goods of the buyer, then the lubricants must be treated as if they belong in part to the seller and in part to the buyer in proportion of the respectively mixed quantities. If the buyer disposes of the lubricants, then disposal is carried out initially from the part belonging to the buyer until the part belonging to the seller is completely exhausted.

If the buyer is subject to insolvency events indicated in Clause 11 or if he is in default with a payment to the seller while the lubricants remain in the property of the seller, then the seller is authorized (regardless of further legal remedies available to him) to enter the rooms in which the lubricants are located at any time and without notification and remove the lubricants in part or in whole.

9. Guarantee and claims for material defects

The seller ensures that the lubricants delivered to the buyer correspond to the agreed specifications at the time of delivery. Additional guarantees and warranties concerning the quality and the suitability for a specific purpose are not agreed and thus excluded. The buyer independently decides on the use of the product. If we have not provided assurances regarding specific properties of the products explicitly in writing for a contractually agreed purpose, then an application-specific consultation, even if it is carried out to the best of our knowledge, is non-binding in any case.

The buyer is obliged to inspect the goods immediately upon receipt (Section 377 of HGB (German Commercial Code)). Obvious defects must be immediately reported upon receipt of the goods, while concealed defects must be reported immediately upon identification. The receipt of the goods must be confirmed to the forwarder in the delivery documents.

We reserve the right to changes in the formulation and/or execution, which do not impact the functionality or the value of the deliverable, and minor deviations from the functions and tolerances described in the data sheet; this does not constitute grounds for complaint.

A statute of limitation of one (1) year from the delivery is applicable for the claims due to material defects. A distinction must be made between the product-specific shelf life to be taken into account by the buyer for the use and defect-free delivery of the product. Even if the shelf life of the product should end within the statute of limitation, this does not constitute grounds for material defect as a rule.

The buyer must take adequate samples of the lubricants, which the buyer deems to be defective (samples both from the unused lubricants and also from the system used), and these must be immediately provided to the seller upon request. If the buyer violates these obligations, then a claim against the seller is ruled out. If the buyer asserts a claim against the seller, then the buyer is obliged to allow the seller to take further samples as well as to conduct tests that the seller deems necessary. Furthermore, the buyer must grant the seller free access to the operational records of the concerned machines or devices. Defective goods may be sent back only upon prior agreement. The seller reserves the right to invoice the costs for non-compliance.

10. Liability

With regard to compensation for damages – irrespective of the legal reason – the Seller only assumes liability in the case of willful intent or gross negligence, or if essential contract obligations were culpably breached. In the case of a culpable (not grossly negligent or intentional) breach of essential contract obligations, liability is limited to compensation for the typical, foreseeable damage. All above limitations of liability are not applicable for self-inflicted damages or culpable damages that are attributable to the seller resulting from injury to life, limb or health.

The liability of the seller is further limited to EUR 50,000.00 or – if higher – to the amount of the product price paid for the relevant delivery for culpable (not grossly negligent or intentional) breach of essential contract obligations.

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Exclusion of liability or limitation of liability is also applicable for any eventual personal liability of our representatives and employees.

The buyer is obliged to release the seller from all losses, damages or claims as well as all costs and expenses, which result from or result in relation to a leakage, an accident or an emergency during delivery or unloading of the lubricants or due to a violation of the obligations of the buyer included in these Terms and Conditions. This is not applicable if and insofar as these losses, damages or claims were caused in part or in whole due to the gross negligence of the seller or a breakdown or malfunction of the equipment of the seller.

11. Termination of contract

The seller is authorized to terminate the contract or to suspend deliveries with immediate effect without being obliged to any liability towards the buyer if (a) an application for opening insolvency proceedings on the assets of the buyer is made by him (own application), insolvency proceedings on the assets of the buyer are opened or if the opening of insolvency proceedings on the assets of the buyer is rejected due to a lack of assets (comparable proceedings or other laws equivalent to insolvency proceedings); (b) a significant degradation in the financial circumstances of the buyer or in the recoverability of collateral provided by the buyer for the fulfilment of his obligations occurs or (from the point of view of the seller) threatens to occur, if the fulfilment of the obligations of the buyer arising from this contract is at risk due to this, even upon liquidation of the collateral, (c) the buyer has failed to make a payment for more than 14 after the due date or if the buyer violates one of his obligations governed in Clause 7.

12. Force majeure

If the seller violates a provision of the contract due to an event beyond his control, then there is no liability obligation towards the buyer for such a violation. If the seller is prevented from rendering delivery, then the buyer is authorized to purchase the lubricants from alternative sources as long as the seller is unable to resume deliver. The regulations laid down in Clause 4 regarding "force majeure" also apply.

The seller is authorized to terminate the contract concluded with the buyer in writing with immediate effect or to reduce or suspend deliveries for the case that the costs of the seller significantly increase for the fulfilment of a contract and the seller is not in a position to offset these increased costs through a corresponding increase in the costs invoiced to the buyer.

13. Other

None of the parties is authorized to transfer the rights and obligations arising from the order or parts thereof to a third party without the prior written consent of the respective other party. Transfers by the seller to a company associated with him are excluded from this. The buyer must inform the seller immediately about any restructuring (e.g., change of partners or corporate form). The seller reserves the right to terminate the contract with the buyer in the case of legitimate interest giving two (2) months' notice.

The Parties are obliged to comply with the applicable data protection provisions. The Seller undertakes to process any personal data received from the Buyer in accordance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). The processing (including disclosure to third parties) will take place only, if and insofar as it is necessary for the justification, execution or termination of this contract, required or permitted by a legal regulation or the Buyer has given consent. The Seller is also authorized, within the limits permitted by law, to check the risk of non-payment by the Buyer and to make use of the services of credit agencies for this purpose.

The place of exclusive jurisdiction for all disputes arising from or in connection with this contract is Bochum. However, the seller reserves the right to assert his claims in any other permissible place of jurisdiction.

If individual parts of these General Terms and Conditions become legally invalid, then the validity of the remaining provisions is not affected hereby. The invalid provision must be replaced by a valid regulation, which comes closest to the intended commercial purpose.

German law is applicable under exclusion of international private law and under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The language of contract is German. If the contractual partners use a language other than German, then the German wording has precedence.

14. Lubricant analyses

If the seller has already declared to analyze lubricant on behalf of the buyer, then the buyer shall provide him with representative samples of the lubricants as well as essential information about the systems related to these samples; the analysis is carried out for a fee about which the seller shall inform the buyer. In order to enable the seller to reliably verify the results, the buyer is obliged

- to provide the seller with information that is as comprehensive as possible as to the type and nature of the mechanical systems used by the buyer,
- to inform the seller immediately about the changes in the operation or the maintenance of the systems, which could have an impact on the analysis,
- to exclusively use the sample materials and the containers provided by the seller,
- to take responsibility for the sampling being carried out as per the recommended instructions of the seller in order to avoid any contamination of the samples, and
- to ensure that the sample bottles are securely sealed for the seller, labelled correctly and sent properly in the envelopes provided by the seller after payment of the corresponding fees and with appropriate postage.

If the seller is of the opinion that the samples sent to him were not taken under strict compliance with his recommendations, then the seller is entitled to reject these samples and dispose of them at the expense of the buyer.

The recommendations made by the seller to the buyer related to the analyses, where applicable, are non-binding. Furthermore, the buyer is solely responsible for compliance with the recommendations of the seller made to the buyer. The seller shall execute the analysis services for the lubricant analysis with due care. The seller is not liable for decisions made by the buyer on the basis of the results of the analysis; the seller is otherwise responsible for errors in the analysis of the samples only as per the aforementioned Clause 10. The seller is not responsible for the samples which were handed over to the associated companies or contractual partners of the seller for forwarding to the seller.

Part B – Supplementary provisions for resale

Should the buyer resell the lubricants delivered to him by the seller, then the following provisions of this Part B are also applicable in addition to Part A.

15. Trade sanctions compliance

The parties agree that this Agreement and all matters arising under it are subject to economic sanctions and export control laws of the states and jurisdictions where they operate or conduct business, including without limitation, where this Agreement will be performed. They affirm that they and any companies related to them have established and will maintain compliance programs and controls that, at a minimum, meet industry standards for compliance with applicable Trade Regulations. A party's failure to comply with the Trade Regulations constitutes a material breach of this Agreement by that party and entitles Castrol, notwithstanding any other rights given, to terminate this Agreement or to withhold payments or performances owed

The buyer agrees that he will not resell any lubricants to:

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

For the purpose 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 restricted part regime imposed by the United Nations, the EU, the United Kingdom, the United States of America or under other applicable law, or (B) to whom goods of US origin may not be supplied.

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

The buyer is obliged to comply with all applicable laws, provisions, regulations, decrees and/or official resolutions for prevention of money laundering and corruption in the United Kingdom, in the United States of America as well as in the countries in which the goods are delivered in the context of this contract or in which they are sold or from which they are delivered or sold related to this contract and the transactions carried out under the contract.

The buyer guarantees and is committed to ensuring that neither the buyer nor his owners, directors, executive staff, employees or any other person trading in his name directly or indirectly has made, offered, promised or approved or shall not make, offer, promise or approve a payment or any form of benefit to

- (i) a public servant,
- (ii) a director, executive staff member or an employee of the seller or one of his associated companies,
- (iii) a political party, an official or a candidate for public office,
- (iv) a representative or intermediary for one of the above mentioned persons, or
- (v) any other person or company

in relation to this contract and the transactions carried out under this contract in order to obtain or to influence a formal action or to obtain an unlawful advantage for obtaining or maintaining an order, if such payment or service counter to the principles of the applicable laws for combating corruption, in particular, the laws of the United Kingdom, the United States of America as well as the countries, in which the goods are delivered in relation to this contract or in which these are sold or from which these are delivered or sold, would violate or would conflict with these laws.

For the purpose of this clause, the term "public employee" refers to any minister, deputy minister, manager, official, director, executive staff member or employee of a government agency or department, agency or body of a government agency and/or a public-sector enterprise or a company in which the government holds the majority of the shares or maintains a controlling stake and/or an international government organization. This term also includes employees of the police department and military as well as any person who carries out a public, administrative or judicial function for or in the name of such a government agency, department, agency or position of a government agency, company or international government organization.

The buyer affirms that he has duly kept and to continue to maintain his books, records and accounts and that these books, records and accounts correctly and appropriately describe the payments made, expenses incurred and assets sold in detail. He further affirms that he has introduced and maintained a billing-related internal control system, which is appropriate to ensure the proper approvals and records as well as a proper reporting system for all the transactions, and it is further appropriate to prevent, identify

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and deter breaches against the laws on combatting corruption of the United Kingdom, the United States of America or the countries in which the goods are delivered in the context of this contract or in which they are sold or from which the goods are delivered or sold. The buyer is further obliged to allow the seller and/or his duly authorized representative(s) and/or the auditors designated by him at any time during the term of this contract and within an appropriate time period after its termination to view and/or to audit these books, records and accounts as well as the billing-related internal control system, provided that they can be relevant for auditing compliance with the provisions by the buyer included in this clause. The buyer is obliged to cooperate during such an inspection and/or audit to the full extent (in particular, this includes the granting of access to the premises and answering all appropriate questions that may arise).

The buyer guarantees and assures to have no knowledge thereof or to have no reason to assume that the revenues, funds or assets, which are or shall be the object of a transaction under this contract, (1) arise from or shall arise from a transaction deemed illegal under the applicable laws or are associated with said transaction, or (2) it is intended to thereby perpetrate, support or encourage an infringement of laws, especially an infringement of tax law, customs law or fiscal law.

The buyer confirms to have read the Code of Conduct of BP-Group (accessible under https://www.bp.com/de_de/germany/home/wer-wir-sind/bp-gruppe/nachhaltigkeit/unsere-werte-und-verhaltenskodex.html) and is committed to comply with the essential principles of the Code of Conduct of BP-Group in all important matters within the context of this contract and transaction executed under it. Furthermore, the buyer shall ensure that his employees have knowledge about the Code of Conduct of BP-Group.

17. Termination

The seller is entitled to terminate the contract without notice (without this constituting grounds for liability on the part of the seller) in addition to the other rights entitled to the seller,

- in case of a serious or sustained violation of the provisions included in this Part B by the buyer and if it concerns a remediable breach, the buyer fails to resolve this breach within 14 days of receipt of written notification of the breach to the satisfaction of the seller, or
- if continued fulfilment of the contract by the seller would conflict with local, federal, national or international laws or provisions.

Regardless of all other rights or legal remedies of the seller, the buyer is obliged to immediately pay to the seller all amounts due for deliveries of lubricants and services provided prior to termination of the contract according to this Clause 17. If the contract terminates on the basis of this Clause 17, then this part B continues to be applicable even after termination of the contract.

18. Repackaging

The buyer is not entitled to repackage, cover, blend or re-formulate the lubricants, and he shall sell the lubricant only in unopened original packing and/or tanks without changing, masking, removing, covering or making the physical form or visible design of this packing or the tank illegible or making any other change. The buyer grants the seller and/or his duly authorized representative the right to check the books, records and accounts as well as the billing-related internal control system at any time for compliance with this clause.

19. Final provisions

Unless agreed otherwise in writing between the parties, no provision of this contract shall facilitate that

- the buyer, contractual partner or a representative of the seller or one of his associated companies
- establishes a partnership or a joint venture between the parties, establishes a fiduciary relationship between the parties, the buyer is entitled to justify or incur debts for or on behalf of the seller or one of his affiliated companies, or the buyer is granted a right or a license to the brands or the intellectual property of the seller or his affiliated companies

It is recommended that the buyer save and print a copy of these General Terms and Conditions for subsequent viewing. These General Terms and Conditions can be accessed at any time under https://www.castrol.com/de_de/germany/home/terms-and-conditions.html.