



General Conditions of Purchase of OMV Group (United Arab Emirates)

Unless otherwise agreed upon in writing, all orders placed by Group Companies of OMV Group in the United Arab Emirates (hereinafter referred to as "**Company**") are subject to these General Conditions of Purchase, which form an integral part of the agreements with its contractors (hereinafter referred to as "**Contractor**").

Group Company means OMV Aktiengesellschaft and any affiliate or subsidiary, in which OMV Aktiengesellschaft holds a direct or indirect interest.

1. Inquiries and conclusion of Purchase Orders

1.1 Inquiries

Inquiries by Company are made without obligation and do not bind Company to pay, on whatever legal basis, any consideration or any costs for a subsequent offer. Inquiries by Company are mere invitations to prospective Contractors to submit offers to Company.

1.2 Offers

Offers by Contractor shall be in writing and shall make explicit reference to Company's inquiry and show the inquiry numbers given on the heading of the inquiry. Offers that omit any part of these General Conditions of Purchase or make reference to other general conditions are not accepted by Company. Any statements by Company in response to such offers shall in no way be construed as an acceptance of other general conditions.

1.3 Completeness of offer, duty to notify on information given by Company

By submitting its offer, Contractor irrevocably declares that all given information is correct and complete and that all conditions (including those requested by Company or required by law) for the proper delivery of goods and/or rendering of services are met.

If Contractor deems information given by Company to be unclear or incorrect Contractor shall promptly, but not later than within one (1) week from their receipt and prior to submitting its offer, notify Company of any specific concerns and provide suggestions how to resolve the issue. Later notifications by Contractor with respect to the tender documents/request for offer cannot be considered.

Unless otherwise agreed in writing, Contractor's offer shall include all material, equipment, ancillary services and all necessary labour, covered by Company's inquiry, in particular in accordance with its technical documents which are necessary for the complete performance.

1.4 Acceptance of offers

Offers of Contractor not expressly specifying a period of acceptance shall be binding for Contractor and may be accepted by Company within twelve (12) weeks upon receipt by Company.

The acceptance of an offer and thereby the contract becomes effective at the moment Contractor demonstrably receives Company's written declaration of acceptance ("**Purchase Order**"). Contractor shall confirm receipt of the Purchase Order in writing without delay.

2. Avoidance or modification of the Purchase Order,

Contractor waives its right to avoid the Purchase Order for reason of mistake (including calculation mistake).



3. Amendments to the Purchase Order

Any amendments to the Purchase Order shall be effective only if mutually agreed, and the document summarizing the change order shall explicitly be named as such;

4. Time of performance

Contractor acknowledges that compliance with the agreed dates and deadlines is a fundamental contractual obligation of Contractor. Any delivery of goods and/or rendering of services by Contractor ahead of schedule shall be subject to Company's prior written consent, otherwise the acceptance of delivery or service by Company shall not constitute an acceptance as performance (no performance of Purchase Order).

Contractor shall notify Company without delay of any expected or actual delay of performance and intelligibly specify the circumstances of such delay.

5. No assignment to third parties, subcontracting

Without Company's written consent, Contractor shall not, in whole or in part, assign or subcontract the Purchase Order to third parties. When obtaining such Company's consent, Contractor shall disclose to Company all subcontractors it intends to use.

6. Company's right to assign within OMV Group

Company shall be entitled to assign or in any way transfer the Purchase Order to any OMV Group Company at any time. Company and its assignee shall be jointly liable for Contractor's contractual claims, in particular Contractor's claims for consideration.

7. Termination of Purchase Order

7.1 Breach of contractual obligations

In case of any material breach of any provisions of the General Conditions of Purchase or of the Purchase Order by Contractor, Company reserves the right to terminate, in whole or in part, the Purchase Order with immediate effect.

Any other breach of any provisions of the General Conditions of Purchase or the Purchase Order by Contractor entitles Company to terminate the Purchase Order by giving Contractor an appropriate grace period to remedy the breach. Such termination shall become effective if Contractor is still in default after the expiry of such grace period.

7.2 Other termination reasons

Company may terminate the Purchase Order, in whole or in part, by notice in the event of the following occurrences:

(a) With immediate effect, in the event that Contractor becomes unauthorized or unqualified to conduct its business or becomes insolvent, or if bankruptcy or composition proceedings are initiated against Contractor, or if a petition for bankruptcy is dismissed for lack of assets (termination due to insolvency may be subject to restrictions imposed by mandatory national insolvency law);

(b) Under the conditions set forth under section 20 (Force Majeure).

7.3 Consequences of termination

Company shall compensate Contractor for goods delivered and/or services rendered in conformity with the Purchase Order prior to termination. Such goods delivered and/or services rendered shall be compensated on a pro rata basis according to the agreed terms of payment. If Company terminates the Purchase Order in whole or in part, Contractor shall not be entitled to raise claims in excess of such compensation, unless otherwise ruled by a court of law.

8. Right of interruption by Company

Company shall be entitled to demand Contractor to interrupt delivery of goods and/or the rendering of services and to reschedule agreed dates or deadlines. Contractor shall only be entitled to compensation for such interruption and/or rescheduling if the aggregate of such interruption or



rescheduling exceeds three (3) working days. Such claim for compensation shall be limited to the actual standstill costs proven by Contractor.

9. Price

The price specified in the Purchase Order includes overtime, usual packing, free delivery to the place of performance (destination), at risk and expense of Contractor, pre-materials, components and any item or labor used for conducting the normal, safe and comprehensive delivery of goods and/or rendering of services, as well as all taxes and duties owed by Contractor, including import duties but excluding value added tax. If Company is obliged to pay any taxes and/or duties (except value added tax) in connection with the performance of Contractor, such amounts shall be deducted from the agreed price.

10. Usual packing

Usual packing means that packing of any goods to be delivered shall be safe and fit for the respective transport and in accordance with the delivery rules applicable at the place of performance. Packing material shall remain the property of Contractor unless otherwise requested by Company. Packing shall be effected with all due care in consideration of all possible transport risks. Packing slips, labels, tags etc. shall be provided by Contractor in order to secure an unmistakable identification of the delivered goods and to provide for an unmistakable quantitative ascertainment.

11. Ascertainment of delivered quantity

The delivered quantity shall be ascertained on the basis of Company's inspection upon receipt of delivery. In case of partial delivery/service, Company shall be entitled to make use of such partial delivery/service prior to its respective completion, without acknowledging due performance of the whole Purchase Order in any way.

12. Dispatch

12.1 Dispatch only as agreed or upon instruction – no passage of risk or title

Dispatch shall be made according to the agreed time table of the Purchase Order or Company's instructions. Until the date of dispatch, Company shall be entitled to change the shipping address. Company shall bear any additional costs arising from such change. Dispatch according to this section 12.1 shall not constitute passage of risk and title, which is subject to section 15.

12.2 Place of performance

Unless otherwise agreed in writing, the place of performance for deliveries and/or services of Contractor shall be Company's business address specified in the Purchase Order.

12.3 Notice of dispatch

On dispatch Contractor shall provide Company with two (2) copies of the notice of dispatch specifying the Purchase Order reference. A further copy of the notice of dispatch shall be sent in a timely manner to the shipping address and Company's business address specified in the Purchase Order in order to ensure that the necessary precautions for the receipt of the shipment can be taken. If the circumstances require, notice of dispatch shall also be given by email or by fax upon determination of the exact dispatch date.

12.4 Shipping documents – Purchase Order reference

All shipping documents shall show the Purchase Order number and date, Contractor's commission, quantity, technical description and all other necessary references.

13. Warranty

13.1 General provision

Contractor shall warrant that its deliveries and/or services are performed under sound conditions, with due care and in conformity with the Purchase Order, all applicable laws, the applicable rules of Company, relevant standards and the existing state of the art. During its performance Contractor shall comply with all standards, regulations and other rules applicable to the Purchase Order. Contractor shall warn in due time if any such rules impede the performance of the Purchase Order.



Contractor's warranty shall apply to all apparent defects discovered within the warranty period and to all hidden defects discovered within the specific warranty period as stipulated in section 13.5 below.

13.2 Duty to repair, replace/duty to render again

Without prejudice to any other rights of Company or to any of Contractor's warranty obligations, upon being notified by Company of the existence of any defects, Contractor shall immediately replace all parts that are fully or partially defective; alternatively, it shall immediately repair such defects at its own expense which shall include the costs for the detection of the defects, fitting, examinations, freight etc. Contractor shall also render again at its own costs any services that have proven to be, in terms of quantity or quality, inadequate for the purposes of the Purchase Order.

13.3 Substitution

If Contractor does not promptly comply with its duties under this section 13, Company shall, after an appropriate period of time, be entitled to either return the parts to Contractor or repair defects entirely at Contractor's expense. Company shall be entitled to repair defects immediately on notifying the Contractor and at the Contractor's expense if such repair is deemed urgent by Company.

13.4 No priority of remedies under warranty and damages

Company may exercise its warranty rights at its own discretion, by demanding repair, replacement, price reduction and/or rescission. However, Company shall be entitled to rescind the Purchase Order only in case of non-minor defects.

13.5 Warranty period

The warranty period shall commence upon acceptance by Company of the complete delivery or service, which is in full compliance with the applicable contractual obligations. Partial deliveries/services as well as the start of operation or use of partial deliveries/services by Company shall not trigger the start of the warranty period. For repaired deliveries/services, the warranty period shall start from the acceptance of such repairs by Company.

If a hidden defect appears on expressly agreed specifications or features after acceptance of delivery/service/repair, the warranty period shall commence upon discoverability of such hidden defect.

Unless otherwise expressly agreed between Company and Contractor or prescribed by mandatory law, the warranty period shall be:

- a) two (2) years for movables; and
- b) three (3) years for immovables or work/fitting done on immovables.

Defects notified to Contractor within the warranty period shall be deemed to have existed at the time of acceptance.

Company shall notify Contractor of any defects discovered within the applicable warranty period. Company shall have no additional obligation to file a lawsuit within the applicable warranty period, but where Company so decides to file a lawsuit, the parties agree that such lawsuit can be filed up to two (2) years following the expiration of such warranty period.

Company reserves the right to invoke warranty without limitation of time by means of defense.

13.6 Duty to complain

Company and Contractor agree that the Company is under no obligation to inspect the goods delivered and/or the services rendered or to complain within a given period of time in order to preserve claims.

14. Liability

Contractor shall be liable for any damages caused by defects and remediation of the goods delivered and/or services rendered (including without limitation any fines imposed by public authorities or claims of third parties against Company).



15. Passage of risk and title – reservation of title

Risk and title as to deliveries and services shall pass upon acceptance of the complete delivery or service to Company at the place of performance. Partial deliveries and partial services – even if agreed in the Purchase Order – as well as the start of operation or use shall not entail the passage of risk. Company herewith expressly rejects any reservation of title by Contractor. The handover of goods delivered and services rendered by Contractor under reservation of title shall not be construed as Company accepting such reservation of title.

16. Title and right of use with respect to materials provided by Company

All know-how, including standards, specifications, drawings, calculations, regulations and the like as well as models and tools provided by Company to Contractor, shall remain Company's property and shall be returned without delay upon completion of Contractor's performance. They shall not be copied, stored or otherwise remain with Contractor in any format, nor shall Contractor provide them to or make them accessible by third parties, nor use them for purposes other than for the fulfillment of its obligations to Company.

Any retention right, of whatsoever nature or origin, of Contractor is excluded.

17. Business liability insurance

Contractor shall have and maintain business liability insurance coverage proportionate to the price agreed in the Purchase Order and the risks entailed by making delivery or rendering service. Contractor shall present to Company on demand proofs of such insurance prior to commencing performance. Otherwise Contractor shall be deemed to be in default and Company shall be entitled to enjoin Contractor from delivery or service until the appropriate proofs of insurance are presented.

18. Confidentiality

Contractor shall treat all information received from Company or from third parties in connection with the execution of the Purchase Order, as strictly confidential and use it solely and exclusively for carrying out its contractual obligations.

If during performance, information needs to be passed on to third parties, Contractor shall obtain from such third parties a confidentiality undertaking with terms at least as favorable to Company as those set out herein, and prior to making any information available to such third party. Contractor shall be liable for any breach of this duty of confidentiality by its personnel and/or such third parties and shall indemnify and hold Company entirely harmless.

Any disclosure of the existence, contents or progress of the respective Purchase Order shall be subject to Company's prior written consent. In particular, public statements and declarations, as well as any contact with the press and the media such as radio and television, shall require Company's prior written consent and content-wise approval.

Any listing of Company in reference lists of Contractor or third parties, including (but not limited) on webpages, in editorial directories, or in advertising material, shall be subject to Company's prior written consent. Contractor shall not use any trademarks or labels owned by Company or its affiliates.

Notwithstanding the above provisions, additional rules and regulations resulting from effective laws, such as national data protection laws, shall remain applicable.

19. Intellectual property

The agreed price payable by Company to Contractor includes full consideration for the transfer of intellectual property rights (e.g. patent, model, trademark, utility model rights and copyrights) to Company to the extent necessary for the free use of the contractual goods and/or services. By such consideration, Company is granted copyright or (as applicable) a non-exclusive, royalty-free license in all goods or services delivered by Contractor, including all plans and related documents, drafts, drawings, designs, engineering, and basic design. These rules shall in particular also apply to all copyrights, patents, utility rights, trademarks, know-how, and other industrial or intellectual property rights, which Contractor makes use during performance or which Company requires for a use of the



work products or services. Contractor shall be liable for ensuring that third party intellectual property rights are not violated and, in case of violation, shall indemnify and hold Company harmless.

20. Force Majeure

Neither Company nor Contractor shall be responsible for any failure to fulfil any of their obligations, if such failure is caused by Force Majeure (as defined below). The affected party shall be excused from performance that has been prevented by the Force Majeure event for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented.

The party concerned shall, as soon as possible after the occurrence of Force Majeure, give notice and full particulars thereof to the other party, whereupon the parties shall consult with respect to the appropriate measures to be taken. Irrespective of such consultation the parties concerned shall immediately take all technically and economically reasonable measures to limit any damages and to restore conditions for the performance of its obligations.

Except as provided otherwise, each party shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of Force Majeure.

"Force Majeure" shall mean events or circumstances that have the effect of making it impossible or unlawful for the affected party to perform its obligations, in whole or in part, where such events or circumstances (i) are beyond the control of that party, (ii) were not attributable to that party, and (iii) could not have been prevented, overcome, or remedied by the asserting party in whole or in part through the exercise of due diligence.

If the requirements set out in the definition of Force Majeure are satisfied, then Force Majeure events and circumstances shall include, but shall not be limited to, (a) Act of God, expropriation or confiscation of facilities, act of public enemy, war, civil war, revolution, rebellion, insurrection, sabotage, riot, civil disturbance, terrorism and any credible threat of any of the foregoing; (b) fire, explosion, hurricane, tornado, earthquake, volcano, abnormally severe weather conditions that have no history of regular occurrence or other natural event; (c) plague, epidemic, pandemic, embargo, sanction or other restriction on export of goods, services or technology, quarantine, action or inaction by any competent authority; and (d) any event or circumstance or a combination of the same of a nature analogous to any of the foregoing.

Force Majeure events and circumstances shall definitely exclude (a) strike, lock-out or any other industrial action or labor dispute involving an enterprise or business of the affected party or its agents or subcontractors; (b) late delivery of equipment or materials; (c) lack of funds; (d) breakdown of equipment or machinery; or (e) severe weather conditions as such.

If and to the extent that the hindering effect of a Force Majeure event prevents the performance of a party for an uninterrupted period of four (4) weeks, each party may, at its option, immediately terminate the Purchase Order upon written notice to the respective other party.

21. Invoices and payment

21.1 Invoices

Unless otherwise agreed, invoices shall be paid in EUR.

All invoices for payment purposes shall be issued after Company's acceptance of the delivered goods and/or rendered services and sent to the seat of Company. Purchase order number must be stated in the invoice. In case of shipments abroad two (2) extra copies shall be attached to the shipping documents. Company reserves its right to reject invoices, which do not contain the foregoing information.

21.2 Time and place of payment

Invoices (submitted in verifiable format) for goods delivered and/or services rendered in conformity with the Purchase Order shall be paid by Company within sixty (60) days from receipt.



Payment shall be deemed as timely if sent by, or if payment instructions to the bank are given by Company by the last day of the payment period at the latest.

Place of performance for payment shall be the seat of Company. Maturity dates also apply for the exercise of Company's right to set off.

21.3 Declaratory nature of payment

All payments by Company to Contractor are made under reservation, both with regard to legal basis and amount, and shall not be construed as acknowledgement of the claimed amount, owed to Contractor.

21.4 Effect of payment

Unless Contractor raises a founded objection within six (6) weeks from dispatch or transfer of Company's final payment, all claims of Contractor against Company with respect to the transaction in question shall be deemed as fulfilled.

21.5 Set off

Company shall be entitled (but not obliged) to set off its obligation against any counterclaim arising within OMV Group. This also applies against any assignee or any other person entitled to claims against Company, even if Company has consented to an assignment.

Any set off by Contractor, its assignees or any other persons possessing a claim against Company shall be excluded.

21.6 Acceptance term

A reasonable acceptance term (taking into account the complexity of the contractual deliveries and/or services) is agreed by the parties.

22. Code of Conduct

Company is committed to a Code of Conduct that is based on the UN Global Compact (<http://www.unglobalcompact.org>).

Contractor hereby commits itself to Company's Code of Conduct as follows:

A. During performance of its contractual obligations in manufacturing its goods and/or rendering of its services (both in-house as well as by its subcontractors), Contractor shall, in line with international standards such as the UN Global Compact,

- a) refuse to offer, pay or accept bribes;
- b) pay remunerations (including commissions and payment to third parties) exclusively for legitimate services;
- c) permit gifts, hospitality, entertainment or similar benefits only if done transparently, occasionally, customarily and without obligation;
- d) ensure in relation to its employees:
 - full equality and non-discrimination,
 - limitation of working hours,
 - fair procedures regarding dismissal, sanctions and grievances,
 - adequate living wages, and
 - right to association and collective bargaining;
- e) avoid and not to accept child labor or forced labor;
- f) fully respect human rights in its sphere of influence, especially:
 - right to life, physical integrity, liberty and security of person,
 - right to privacy and family life,
 - right to freedom of opinion and expression,
 - right to freedom of assembly and association,
 - right to own property and an adequate standard of living, and
 - rights of minorities and indigenous peoples;



- g) disclose any conflicts of interest of Contractor or its employees to Company;
- h) abide by all laws and regulations concerning the protection of the environment; and
- i) ensure that its advertisements, commercials, publications and sponsoring do not offend or violate religious or cultural sentiments of the people living in the surrounding community and wider society where Company or Contractor operate.

B. In case of non-fulfillment of the foregoing obligations, Company shall be entitled to terminate Company's written invitation to discuss any such actual or suspected non-fulfillment within a reasonable period of time (in no case later than one (1) month after receipt of the invitation), or (ii) if such discussions failed to achieve adequate measures and dates for improvement on part of Contractor. Company shall, under its sole discretion, also be entitled to blacklist Contractor for any further performance in its group.

C. Company (by own personnel or by mandating qualified third parties bound to confidentiality) shall be entitled, upon reasonable advance notice, to verify Contractor's compliance with these obligations. This shall include reasonable access to all relevant information as well as to all persons, locations and documentation concerned. If Contractor refuses or prevents such verifications without providing justified reasons, Company shall be entitled to act in accordance with Section B. hereof.

23. Notices

Except as otherwise specifically provided, all notices, requests, agreements, demands or other communications authorized or required between the parties by any of the provisions of these General Conditions of Purchase, shall be in writing and delivered in person, by courier service, by facsimile or as scanned signed attachment to an email and addressed to the respective party as designated in the Purchase Order. If the notice is delivered by hand or courier, it shall be deemed delivered at the time of the actual delivery, or if delivered by facsimile or email, on the first business day at the recipient's address following the date of complete transmission. When such notice is given by letter, it shall be deemed to have been received forty-eight (48) hours after the time of posting, proven by the envelope containing such notice properly addressed, stamped and posted.

24. Severability and prevailing version

If any provision of these General Conditions of Purchase is held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without affecting the validity or enforceability of the remaining provisions. In such case Contractor and Company shall without any unreasonable delay agree on a substitute provision with a legal and economic effect of the same kind.

These General Conditions of Purchase have been executed in the Arabic and English languages. In case of any discrepancies, the Arabic version shall prevail.

25. Choice of law

Contracts concluded on the basis of these General Conditions of Purchase, including all aspects of its conclusion, validity and enforcement, shall be governed by, construed and enforced in accordance with the Federal laws of the United Arab Emirates and the local laws of the Emirate of Abu Dhabi.

26. Jurisdiction

Unless otherwise provided, the competent Courts of the United Arab Emirates, shall have jurisdiction to settle any disputes arising out of or in connection with these General Conditions of Purchase and the Purchase Order resulting therefrom, including pre-contractual obligations or any other legal relations between Company and Contractor, in particular in connection with the conclusion, termination, nullity and restitution thereof.