GENERAL GOODS AND SERVICES TERMS AND CONDITIONS

1 DEFINITIONS

"Affiliate" means a company or other legal entity which controls, or is controlled by, or which is controlled by an entity which controls, a Party, and "Control" means the ownership directly or indirectly of fifty per cent (50%) or more of the voting rights in a company or other legal entity.
"Agreement" means the Purchase Order and/or Service Order (as applicable) together with these general terms and conditions, and any Special Terms and Conditions.
"Company" means OMV New Zealand Limited (unless another party is named as "Company" on the front of this Purchase Order) and all references to "OMV" in these terms shall be interpreted as a reference to Company.
"Goods" means all goods, equipment, materials, articles, or any other property or parts to be provided to the Company by the Contractor under the Purchase Order or Service Order (as applicable).
"Group" shall mean a Party and any of its Affiliates.
"Party" means either Contractor or Company (as the context requires) and "Parties" means both Contractor and Company.
"Purchase Order" means the Purchase Order issued by the Company to the Contractor.
"Special Terms and Conditions" means any special terms and conditions referred to in the Purchase Order and/or Service Order (as applicable) which are agreed by both parties and expressly amend these general terms and conditions.
"Service" means the services to be performed in accordance with the Purchase Order and/or Service Order (as applicable).
"Service Order" means the Service Order entered into between the OMV Group / Company and the Contractor.
"Taxes" means all taxes, income tax (except OMV Group's income tax), goods and services tax, employee tax, withholding tax, excise duties, fees, levies, penalties, use of money interest, additional tax and other charges.
"Warranty Period" means the two (2) year period commencing on the date the Goods are delivered to, and accepted by, the Company, unless a different period is stated in this Agreement.
"Wilful Misconduct" means the intentional or reckless action or omission by one Party (or its Group) causing damage to the other Party (or its Group) under this Agreement.
"Work" means the supply of Goods and Services as set out in the Purchase Order / Service Order (as applicable) in accordance with any specifications or requirements referred to in this Agreement.
Words importing the singular are deemed to include the plural and vice versa. Headings and subheadings are inserted for convenience only.

2 GENERAL TERMS

2.1 Contractor to Inform Itself

The Contractor shall be deemed to have carefully examined all documents furnished by the Company or its agent and any other relevant information in relation to the Work. Contractor will be deemed to be fully satisfied regarding all the conditions, risks, contingencies and other circumstances which might affect the Work. No increase in the price will be allowed for the Contractor's failure to ensure that it is fully informed regarding all the circumstances relating to this Agreement.

2.2 Order of Precedence

In the event of any conflict between any Special Terms and Conditions and these terms and conditions, the Special Terms and Conditions will have precedence to the extent of the conflict.
In the event of any conflict between these terms and conditions and the terms of the Purchase Order, the Purchase Order terms will have precedence to the extent of the conflict.

2.3 Ambiguities

If the Contractor discovers any ambiguity in this Agreement it shall immediately notify the Company or the Company's agent in writing. The Company shall then determine the correct interpretation of this Agreement. The determination of the Company shall be final and binding on the Contractor and have no effect on the price.

2.4 Copyright / Use of Documentation

2.4.1 The documents provided by the Company or its agent in connection with the Work shall not be used for any purpose other than the performance of the Work, without the prior written approval of the Company.
2.4.2 Contractor warrants to Company that the methods and processes used by Contractor for the Work and the use of equipment, materials, or information do not infringe any patent, right to any trademark, copyright or other intellectual property right.
2.4.3 Contractor shall defend, indemnify and hold harmless Company Group against all damages, losses and expenses incurred due to the infringement of any intellectual property or other proprietary rights in respect of any equipment, materials, information or methods provided and used by the Contractor for providing the Work.
2.4.4 Title to, and copyright in, all documents or other media created or supplied by the Contractor for, or in the course of providing, the Work will vest in the Company at the time of creation or supply, and the Company will have full and free right of access, use and possession thereof at all times.

2.5 Confidentiality

2.5.1 Any information provided by the Company or its agent to the Contractor in connection with the performance of the Work, and all information acquired during the performance of this Agreement shall be treated as secret and confidential and shall not be disclosed by the Contractor (or its Group) to any third party without the prior written approval of the Company.
2.5.2 The Contractor shall not issue any publication in any news or communication media in relation to the Work without the prior written approval of the Company.
2.5.3 The obligations of Contractor under this clause shall continue notwithstanding the termination or expiration of this Agreement.

2.6 Waiver

No failure or delay on the part of the Company in exercising any of its rights under this Agreement shall be construed as constituting a waiver of any such rights.

2.7 Subcontracting and Assignment

2.7.1 The Contractor shall not subcontract nor assign all or any part of its rights or obligations in connection with the supply of the Goods or Services without the prior written approval of the Company. The Contractor shall provide full particulars of any work to be subcontracted together with details of the proposed subcontractor.
2.7.2 Approval of the Company to any subcontract shall in no way relieve the Contractor of any of its obligations under this Agreement.
2.7.3 The Contractor shall ensure that the rights of the Company and the obligations imposed on the Contractor are reflected in any subcontract and the Contractor will be responsible for all Work of any subcontractor as if it was the Work of the Contractor.

2.8 Entire Agreement

This Agreement, and any statutory warranties constitute the entire agreement between the Company and the Contractor in relation to the Work. Nothing contained in proposals, correspondence, discussions or negotiations prior to the date of this Agreement has any effect on this Agreement unless specifically incorporated in any Special Terms and Conditions.

2.9 Communications

Any notice or other communication required under this Agreement shall be delivered in writing and shall be in a form which can be read, copied and recorded conveniently. The notice shall take effect when it is received at the nominated address of the parties (whether by email, physical address, or as otherwise stated).

2.10 Licences and Laws

2.10.1 This Agreement is governed by the laws of New Zealand, and the parties submit to the exclusive jurisdiction of the Courts there.
2.10.2 The Contractor shall comply with all applicable laws, by-laws, ordinances, regulations, proclamations, orders and rules with the lawful requirements of public and other authorities in any way related to the Work.

2.11 Counterpart / Electronic Signatures

This Agreement may be signed (including by electronic signature using the DocuSign system or any other similar digital signature solution) in any number of counterparts (including scanned, pdf copies), all of which will together constitute one and the same document.

3 PERFORMANCE AND QUALITY

3.1 Materials and Workmanship

All Goods shall be suitable for the purpose for which they are required. The

Contractor shall use new and undamaged materials, unless otherwise specified in the Purchase Order (or Service Order) and workmanship shall be of the highest quality standard. The Work shall comply with all applicable standards and/or other applicable codes, the requirements of the relevant statutory authorities and any other applicable law as well as any specifications provided by the Company or its agent. Without limiting the foregoing, the Contractor shall perform the Works in conformance with the Company's code of conduct pursuant to clause 18.

3.2 Contractor Qualifications

The Contractor represents and warrants to the Company that it has the necessary skills, resources and experience to successfully perform the Work in accordance with the requirements of this Agreement.

3.3 Performance

3.3.1 Contractor shall perform the Work with due care, skill and diligence to a professional standard.

3.3.2 Contractor shall supply all personnel, equipment, materials and other things necessary to complete the Work, except items expressly provided for in this Agreement as being supplied by the Company. Contractor shall commence and complete Work by the dates specified in this Agreement. Time shall be of the essence.

3.3.3 Contractor shall comply and ensure compliance by its employees, agents and subcontractors with all applicable laws, rules, regulations and any lawful directions given by the Company or any duly authorised representative of the Company relating to the Work.

3.3.4 The Goods must be tested, in accordance with the requirements of any specification contained in or referred to in this Agreement. Unless otherwise set out elsewhere in this Agreement, any tests and the costs thereof shall be the responsibility of the Contractor. The results of testing shall be promptly supplied to the Company or Company's agent in writing.

3.3.5 The Company and Company's agent shall have the right to inspect, expedite and monitor the Goods prior to delivery and the Contractor shall give the Company or Company's agent access to the Contractor's premises for such purposes during normal working hours. Any inspection by the Company or Company's agent shall not relieve the Contractor from its obligations to comply with the requirements of this Agreement and shall in no way impair the Company's right to require subsequent correction of non-conforming Goods.

3.3.6 Company shall have the right at all times to inspect the Work and within the terms of this Agreement to require alterations and corrections to be made to the Work. If required by Company, Contractor shall at its cost correct, repair or replace any defects in the Work due to Contractor's failure to comply with this Agreement, neglect, or faulty workmanship or materials supplied by the Contractor. If those defects have not been remedied within a reasonable time after receipt of Company's request, Company shall have the right to cause to be performed the necessary repairs or replacement work, the cost of which shall be a debt due and payable by Contractor and may be set against any money owing to Contractor by Company.

3.4 Defects and Warranty of Goods

3.4.1 The Contractor warrants that the Goods shall:

(i) be free from liens, charges, encumbrances, mortgages or other defects in title.

(ii) be free from defects in design, materials and workmanship.

(iii) conform to the specifications of the Purchase Order / Service Order.

(iv) conform to all applicable laws and regulations to which the Goods are subject.

(v) be new and made to the specified quality.

3.4.2 The warranties referred to in Clause 3.4.1 are in addition to (and not in replacement of) any statutory warranties applicable to the Goods, including warranties implied by the Contract and Commercial Law Act 2017.

3.4.3 During the Warranty Period, the Company or its agent may give written notice to the Contractor of any failure or defect in the Goods. The Contractor shall without delay and at no cost to the Company, correct any defect or failure in the Goods covered by the warranty, by way of repair or replacement, modification or other means acceptable to the Company.

3.4.4 If the Contractor fails to correct any defects and failures of which it has been notified within the time specified in the notice (which shall not be unreasonable), the Company shall have the right to rectify the Goods itself or have the rectification undertaken by a third party. All costs so incurred shall be a debt due and payable by the Contractor or deducted from moneys otherwise owing to the Contractor.

3.4.5 Any Goods repaired under warranty shall be subject to the Warranty Period, which shall commence from the date the Goods are repaired.

4 DELIVERY AND TITLE

4.1 DDP Delivery

Unless otherwise specified in the Purchase Order the Goods shall be delivered DDP Incoterms 2020 (Delivered Duty Paid), adequately packaged and protected to ensure safe delivery point and by the delivery date(s) specified in the Purchase Order or Service Order ("Delivery Date"). The Goods shall be accompanied by a delivery docket, which shall be signed by a duly authorised representative of the Company or its agent at the point of delivery.

Without affecting the Company's other rights and remedies under this Agreement or otherwise, the Contractor shall notify the Company in writing as soon as any delay in any delivery under this Agreement is anticipated or identified.

4.2 Passing of title

4.2.1 The Goods shall become the property of the Company, and title and risk shall pass, upon delivery of the Goods to the Company, as evidenced by the signature on the delivery docket by the duly authorised representative of the Company or its agent. Notwithstanding that the Company has taken delivery of the Goods, the Contractor shall remain responsible for any loss or damage to the Goods, which may have occurred prior to the delivery, and for any non-compliance of the Goods with the requirements of the Purchase Order or Service Order.

4.2.2 Regarding other Goods used as part of the Work, title shall pass to Company upon incorporation in the Work even if the Work is not complete. All materials of whatever nature shall remain the sole property of the Company.

4.3 Delivery of Goods

Without releasing the Contractor from its obligation to deliver the Goods by the Delivery Date, the Contractor must take all reasonable steps to prevent or minimise delay on delivery of Goods. Company at its sole discretion may grant an extension on the nominated delivery date. If the Contractor fails to deliver Goods by the specified date, the Company is entitled in its discretion to terminate the Purchase Order or Service Order either in whole or in part for default under Clause 6.2 and/or deduct monies due to the Contractor as liquidated damages (a genuine pre-estimate of the Company's damages and/or an assessment of the Company's legitimate commercial interests, not as a penalty, in the amount specified on the front of the Purchase Order or Service Order, for each week or part thereof by which delivery exceeds the specified delivery date).

5 VARIATIONS

5.1 Variation by Company

The Company may vary specifications for Goods and/or Services under this Agreement and any condition thereof. The Contractor shall carry out any such variation as directed. The Company and Contractor shall endeavour to agree any resulting variation on price or delivery dates prior to the carrying out of such variation. If an agreement cannot be reached, the Company shall determine the variation on price or delivery date.

5.2 Variation by Contractor

The Contractor shall not vary any specifications in relation to the Goods or Services under this Agreement or any condition thereof, except as directed and approved by the Company or its agent in writing.

6 SUSPENSION/TERMINATION

6.1 Suspension

6.1.1 The Company or its agent may at any time by written notice, suspend all or part of the Work for any reason whatsoever. Upon receipt of a notice of suspension, the Contractor shall cease work in accordance with the directions received from the Company or its agent. The Contractor shall immediately recommence the Work under this Agreement on being directed to do so by the Company or its agent.

6.1.2 Contractor shall not be entitled to payments in respect of any costs it may incur as a result of any such suspension.

6.2 Termination By Default

6.2.1 In the event of a breach by the Contractor of any of the terms and conditions of this Agreement which is notified to the Contractor in writing and is not remedied within a reasonable period as set out in such notice, the Company may terminate the Purchase Order or Service Order in whole

or part and Company shall not be responsible for making any further payments in respect of the terminated Purchase Order or Service Order (or terminated part thereof).
6.2.2 Upon delivery of the notice referred to in 6.2.1 to the Contractor, the Company may immediately suspend any further payment to the Contractor and shall not be required to pay anything further until the breach has been remedied to the Company's satisfaction.
6.2.3 Any additional monies required by the Company to complete the Work in excess of what should have been properly payable by the Company to the Contractor under this Agreement shall be a debt due and payable by the Contractor to the Company or deducted from moneys otherwise owing to the Contractor.

6.3 Termination for Insolvency
6.3.1 If, in the opinion of the Company, the Contractor is unable to effectively perform its obligations under this Agreement due to insolvency, bankruptcy or similar reasons, the Company shall be entitled to terminate this Agreement immediately by notice in writing.
6.3.2 Upon delivery of the notice, Company shall immediately suspend any further payment to the Contractor. Any additional monies required by the Company to complete the Work in excess of what the Company would have paid under this Agreement shall be a debt due and payable by the Contractor to the Company or deducted from moneys otherwise owing to the Contractor.

6.4 Termination at Company's Option
6.4.1 The Company may terminate this Agreement at any time by giving notice in writing to the Contractor, notwithstanding any other provision of this Agreement.
6.4.2 In the event of termination under clause 6.4.1 and provided the Contractor is not in default, the Contractor shall be paid for the Work carried out prior to termination and any reasonable and verifiable costs associated with the cancellation of any Orders placed by Company. The Company shall only be liable for any costs of the Contractor in respect of the termination which can be fully substantiated.

7 PRICE AND PAYMENT
7.1 Price
7.1.1 Unless otherwise stated in the Purchase Order / Service Order, prices shall be fixed and not subject to any variation, including but not limited to variations in the cost of labour, material or exchange rates.
7.1.2 As compensation for the satisfactory completion of Work and all other obligations assumed by the Contractor hereunder, Company shall pay Contractor either the lump sum amount or at the rates specified in this Agreement (plus GST if any).
7.1.3 The Company shall not be liable to pay for any item nor for any escalation or other increase not specifically provided for in this Agreement or in a Purchase Order.

7.2 Reimbursable costs
Company shall reimburse Contractor the Net Cost of the items expressly listed in this Agreement as reimbursable. Net Cost means the cost actually incurred and paid by Contractor and excludes any profit or overhead of Contractor. In establishing Net Cost, Contractor shall take advantage of all cash, trade and other discounts, allowances and credits available and if Contractor neglects to do so, the cost to Company shall nevertheless be reduced by the amount thereof.

7.3 Invoicing
7.3.1 Unless otherwise specified, Contractor shall submit one invoice per Company entity between the 1st and 10th day of the calendar month in respect of Work done in the preceding month.
7.3.2 Invoices shall detail the amount of Work performed (in the case of lump sum Work the percentage of Work completed) and the sum payable less, where applicable, retention as specified. Items for which Contractor claims reimbursement shall be supported by original documentary evidence. Company shall pay Contractor within 60 days of receipt of each invoice.
7.3.3 Where retention is applicable, subject to Contractor compliance with terms and conditions of this Agreement, said retention shall be due and payable 3 months after completion of the Work.
7.3.4 Company shall have the right during the continuance of this Agreement and for a period of two years thereafter to question any invoice presented by Contractor and to require the correction of any error in that invoice even if the invoice relates to a payment or payments which Company has already made.

7.4 GST
The price for the Goods and/or Service is exclusive of Goods and Services Tax (GST), unless noted otherwise.

7.5 Price is inclusive of Taxes unless stated otherwise
7.5.1 The Contractor shall be responsible for the payment of all relevant, national and local Government and overseas taxes, levies, duties and charges payable with respect to the Work. The Purchase Order or Service Order (as applicable) price shall be deemed to be inclusive of all such taxes, levies, duties and charges, except as provided for under clause 7.4 or as specified on the front of the Purchase Order or Service Order. The Contractor is responsible for making arrangements with applicable taxation authorities.
7.5.2 Unless otherwise expressly provided in this Agreement, Company shall not be liable to pay or reimburse Contractor in respect of the applicable Taxes. Contractor shall indemnify and keep indemnified the indemnitees (as defined in Clause 9) from and against any liability for applicable Taxes on an after-tax basis such that any payment received by Company shall be supplemented by a further payment so that the sum of the two after deduction or payment of all taxes resulting from the receipt shall be equal to the initial payment received.
7.5.3 Notwithstanding anything in this Agreement, Company shall not be liable to Contractor for any sum which would otherwise be payable to Contractor which Company has withheld from payment or paid to the person or authority entitled to that sum in accordance with Company's reasonable understanding of its duty under any law or regulation. Any such payment will, for the purposes of this Agreement, be deemed to have been paid by Company to the Contractor and the payment thereof to the person or authority entitled to that sum will be and be deemed to be a complete discharge of Company's liabilities to the Contractor in respect of the amount so paid. For the purposes of this clause, the production of any notice of payment, receipt or any duplicate or facsimile thereof shall be conclusive proof of such payment as between Company and Contractor.

8 ACCESS FOR AUDITING AND VERIFICATION
For the purposes of auditing and verification the Company's authorised representatives shall have access at all reasonable times, and for two years after the completion of this Agreement, to all Contractor's and Contractor's subcontractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to the Work under this Agreement. Company's representatives shall have the right to reproduce any of those documents for a period of two years after the completion and acceptance or termination of the Work. Contractor shall ensure that any sub-contract entered into in accordance with the terms of this Agreement confers upon Company the same audit rights in relation to such sub-contract as are conferred upon Company by this clause.

9 LIABILITY AND INDEMNIFICATION
9.1 Contractor is an independent Contractor. No person engaged in performing the Work shall be deemed to be an employee or agent of the Company for any purpose whatsoever. Contractor shall take no action on behalf of Company or otherwise in the performance of the Work that would subject either party to liability or penalty under any laws, rules or regulations to any government authority.

9.2 Notwithstanding any other clause of this Agreement to the contrary, neither party is or shall be liable to the other party's Group under this Agreement, in tort (including but not limited to negligence), in contract, in equity, by operation of statute or otherwise for any kind of:

i) indirect or consequential loss or damage;
ii) loss of opportunity;
iii) loss of revenue;
iv) loss of profit or anticipated profit;
v) loss of contracts;
vi) loss of goodwill;
vii) loss of product or production;
viii) loss arising from business interruption;

(together "Consequential Losses") arising out of or in connection with this Agreement incurred or suffered by a party or any other person. The Contractor shall defend, release, indemnify and hold Company Group harmless from and against any and all claims and liabilities for the Consequential Losses any member of Contractor Group may suffer or incur. Company shall defend, release, indemnify and hold Contractor Group

harmless from and against any and all claims and liabilities for the Consequential Losses of any member of Company Group may suffer or incur.

9.3 The Contractor shall defend, release, indemnify and hold Company Group harmless from and against any and all claims and liabilities for (i) destruction or loss of and/or damage to and/or loss of use of the property of any member of Contractor Group and (ii) death of, illness of (including sickness and disease) and/or injury to any member of Contractor Group.

9.4 Company shall defend, release, indemnify and hold Contractor Group harmless from and against any and all claims and liabilities for (i) destruction or loss of and/or damage to and/or loss of use of the property of any member of Company Group; and (ii) death of, illness of (including sickness and disease) and/or injury to any member of Company Group.

9.5 All indemnities, restrictions, limitations and/or exclusions of liability (hereinafter "indemnity") given by the Contractor or, as the case may be, by Company in this Agreement, shall apply and be effective irrespective of any negligence (in any form, including sole, concurrent or contributory), breach of duty (statutory, contractual or other), failure to comply with any law or regulation, breach of contract or where such loss, damage or liability is incurred as a consequence of strict liability or any other cause, except in the case of Wilful Misconduct of the indemnified party or its Group. Any indemnity given shall survive and be effective in all actions including whether in contract, tort or otherwise at law and shall be effective in any claim or demand or any proceedings or inquiry made, brought or instigated by any person or body.

9.6 For the purposes of this Agreement an indemnifying party's obligations contained in this Agreement shall also extend in the case of an indemnity owed to Company, to the benefit of the Company Group and in the case of an indemnity owed to Contractor, to the benefit of Contractor Group and shall, to this extent only, be enforceable by each member of the Company Group and Contractor Group for the purposes of the Contract and Commercial Law Act 2017. Group in relation to the Contractor shall mean the Contractor, its subcontractors at any tier, and its and their parent, subsidiary and affiliated companies and the officers, employees, directors, agents, representatives or servants of any of the foregoing. Group in relation to Company shall mean Company, its contractors (except for the contractor), its co-venturers, if any, its and their parents, subsidiary and affiliated companies, and the officers, employees, directors, agents, representatives, insurers and servants of any of the foregoing.

9.7 The Company's liability for any breach of this Agreement shall be limited to the amount of the price for the Works as specified in the Purchase Order / Service Order (as applicable). The Company will be liable only for direct loss and damage suffered by the Contractor as a result of the Company's breach of this Agreement, and will have no liability for any consequential loss, loss of profits, loss of revenue or loss of business suffered by the Contractor.

10 INSURANCE

10.1 The Contractor shall at its own cost, effect and maintain appropriate insurance cover in relation to the Work.

10.2 The Contractor shall otherwise effect and maintain any policies of insurance specified in the Purchase Order or Service Order.
10.2

11 HEALTH, SAFETY, SECURITY & ENVIRONMENT

11.1 Contractor shall be responsible for the safety of all persons engaged by it or its sub-contractors in the Work, and shall comply with all applicable health, safety, security, and environment rules and regulations imposed by law, relevant authorities and by Company (including any policies and/or directions provided by Company in the Schedules or otherwise). If Contractor's performance of the Work involves recurring or serious breaches of safety, Company may suspend the Work by notice and without payment to the Contractor during the period of suspension. Contractor shall provide safety apparel, where necessary, and if requested to do so by Company or any duly authorised representative of Company.
11.2 Without relieving Contractor or any of its obligations under this Agreement, Company reserves the right to conduct searches of the person, possessions, vehicles and other property of Contractor, its employees, agents or sub-contractors while on property or premises owned or controlled by Company Group, if in OMV's opinion this is reasonable to investigate a potential unlawful act or risk to health, safety, security or environment. Any person who refuses to co-operate with any such search shall be removed from the premises and shall not be permitted to return.
11.3 In the performance of the Work, Contractor shall maintain strict discipline and good order among its employees, agents and sub-contractors, and shall not permit any of them to engage in activities which Company deems contrary or detrimental to Company's interests. If Company or any duly authorised representative of Company requests that any employee of Contractor or of an agent or a sub-contractor of Contractor be removed from premises owned or controlled by Company (or Company Group) or work pursuant to this Agreement for any reason, Contractor shall accede to such request immediately and shall provide a replacement acceptable to Company at no additional cost to Company.

12 USE OF SUBSTANCES

12.1 The use or possession of intoxicants or non-prescribed drugs by any person on Company (or Company Group) property is prohibited. Persons found in possession of or under the influence of intoxicants or non-prescribed drugs shall be removed immediately from site and shall not be permitted to return.
12.2 Contractor warrants that its employees, agents and sub-contractors shall not perform any Work or service for Company while under the influence of alcohol or any controlled substance. Contractor, its employees, agents and sub-contractors shall not misuse legitimate drugs or possess, use, distribute or sell illicit or unprescribed controlled substances or drugs on Company business or premises owned or controlled by Company (or Company Group). Contractor, its employees, agents and sub-contractors shall not possess, use, distribute or sell alcoholic beverages on premises owned or controlled by Company (or Company Group) without prior written approval of Company senior management.
12.3 Contractor shall adopt and enforce work rules and policies in order to assure compliance with these obligations.

13 DISPUTES

13.1 **Attempt to resolve**

A party claiming a dispute has arisen concerning this Agreement must give written notice to the other party specifying the matter in dispute. After a party has given notice, each party must nominate one person who will have the authority to settle the dispute. The nominated persons must try in good faith to resolve the dispute within two (2) weeks of the notice of the dispute. Nothing in this clause shall affect a party's right to seek urgent relief from the courts.

13.2 **Work to continue**

In the event of any unresolved disputes between the Company and the Contractor, the Contractor shall ensure that the progress of the Work is continued without any effect on the relevant delivery dates.

14 INTEGRITY

Contractor shall at all times during the currency of this Agreement use its best endeavours to ensure that no action is taken by itself, its employees, agents or sub-contractors which could give rise to the existence of conditions prejudicial to or in conflict with the best interests of Company. In particular, but without limiting the generality of the foregoing, Contractor shall take or cause to be taken all necessary and proper precautions to prevent other members of the Contractor Group from receiving from or making, providing or offering to any person who could be (or might be) in a position to influence the decisions of the Company with respect to the Work or services, any substantial gift, entertainment, payment, loan or other consideration.

15 AGENCY

The Contractor acknowledges that the Work may be carried out for and on behalf of a joint venture, and that in entering into this Agreement in relation to those joint ventures the Company is acting as agent for the relevant joint venture parties. Notwithstanding this the Contractor will look only to the Company for the due performance of the Agreement and nothing contained in this Agreement will impose any liability upon, or entitle the Contractor to commence any proceedings against any joint venture participant other than the Company. Any losses incurred by the Company's joint venture participants as a result of the Contractor's breach of this Agreement shall be recoverable by the Company as if they were the Company's own losses.

16 COVID-19

All personnel entering OMV sites (whether onshore or offshore) must comply with any site specific COVID controls (including any vaccination

requirements), as directed by OMV. Such controls may be amended, withdrawn, or replaced by OMV in its sole discretion.

17 SANCTIONS

"Sanction" means all (i) economic, trade or financial sanctions or embargoes (including both primary and secondary sanctions measures), export controls, or similar laws, regulations, decrees, orders, or ordinances in force from time to time (in particular without limitation legislation, orders, or regulations of the European Union, any of its member states, the United Kingdom and the United States of America), or (ii) decisions, orders, injunctions or judgments of competent courts or authorities including without limitation courts or authorities of the European Union, any of its member states, the United Kingdom and the United States of America.

"Prohibited Person" means any person or any person that acts on behalf of any person that has been determined to be the subject of a prohibition in, or sanctioned under, any Sanctions.

Sanction Compliance

Both Contractor and Company mutually represent and warrant the following as of the date of this Agreement and as of the agreed performance dates:

a) neither Contractor/Company nor any of their respective Affiliates (nor any of their respective directors, officers or employees) is a Prohibited Person;

b) with respect to the rights, obligations, and transactions under this Agreement, neither the Contractor/Company nor any of their respective Affiliates is (i) doing business with persons or entities that are Prohibited Persons; and/or (ii) engaging in, supporting, or facilitating transactions or activities that violate Sanctions or could expose Company/Contractor to adverse consequences under Sanctions;

c) the Scope of Work does not originate from countries or regions that are restricted under Sanctions or a Prohibited Person, where such transaction would cause Company/Contractor to violate Sanctions or risk exposure to adverse consequences under Sanctions;

d) Contractor/Company and/or respective engaged subcontractors has/have not been the subject of any threatened or actual investigation, inquiry or litigation, administrative or enforcement proceedings by any governmental entity regarding any offence or alleged offence under any Sanctions;

e) Contractor and Company will ensure that (i) no person that is a Prohibited Person will have any legal or beneficial interest in this Agreement or any transaction or activity carried out hereunder; and (ii) it will not transfer any revenue or benefit derived from any activity or dealing in relation to this Agreement to a Prohibited Person and/or use any revenue or benefit derived from any activity or dealing in relation to this Agreement for any activity that is subject to Sanctions, in either case where such interest or activity would cause the Company or the Contractor to violate Sanctions or risk exposure to adverse consequences under Sanctions;

f) Contractor and Company will implement and maintain appropriate safeguards designed to prevent any action that would be contrary to this clause;

g) Contractor and Company will maintain during the applicable statutory document retention periods (as applicable to such party) all business records related to this Agreement and any transaction contemplated hereunder, which shall include in a reasonable scope all relevant information on the supply chain of the Scope of Work along with supporting documentation, all to the extent required in order to assure compliance with Sanctions. Upon reasonable request Contractor/Company shall provide to the respective other party sufficient evidence. In addition, each party shall be entitled to reasonably audit compliance with this clause, and each party shall take reasonable steps to provide assistance; and

h) Contractor and Company shall take commercially reasonable efforts to include obligations of materially identical content to this clause in their contracts with respective subcontractors.

Subject to and without limiting the representations made in this clause, should any transaction, delivery or activity in relation to this Agreement be within the scope of Sanctions imposed by the United States of America, the transaction or activity shall not involve payments made in US dollar currency or otherwise involve US Persons or non-US Persons owned or controlled by US Persons as necessary to comply with US Sanctions.

Should any conduct or performance of either Company or Contractor under the Agreement constitute a violation of, be inconsistent with, or expose the respective other party ("Affected Party") to the risk of punitive measures under Sanctions, the Affected Party shall be entitled to suspend performance of its obligations (including payment) under this Agreement, and notify the other party of such suspension without undue delay, until such time as it becomes able to resume performance lawfully and without risk of punitive measures. If a suspension of the contractual performance under this clause lasts for a period of longer than 6 consecutive weeks, the Affected Party shall be entitled to terminate the Agreement with immediate effect by providing a termination notice to the other party.

Both Company's or Contractor's right to claim damages due to a breach of this clause shall remain unaffected by the special rights and remedies provided in this clause.

18 COMPANY CODE OF CONDUCT

OMV Group Companies (subject to adjustments provided for in the respective entity-specific Code of Conduct, if any) are bound by the OMV Code of Conduct, which provides OMV's specific commitments in its five sustainability focus areas: Climate Change/Net-Zero Transformation, Natural Resources Management, Health & Safety, People & their Human Rights and Ethical Business Practices, as published here: www.omv.com/codeofconduct. Company requires the Contractor (with its direct, and where appropriate indirect, business partners (in this clause "**C Business Partners**")) to comply with the OMV Code of Conduct, subject to the terms and conditions stipulated as follows:

A. By signing this Agreement, the Contractor confirms that it has read, understood the OMV Code of Conduct and shall perform the Scope of Work in full compliance with the OMV Code of Conduct. Contractor shall also comply with all applicable laws, regulations and (international) standards, including but not limited to applicable human rights and supply chain laws, adhere to internationally recognized human rights and environmental standards, locally applicable decent and adequate wage standards, health and safety, social and corporate governance standards as well as anti-corruption, anti-money-laundering, economic sanctions laws, and regulations.

Contractor shall appropriately address its obligations stipulated in this clause with its C Business Partners along its own value chains. Contractor will therefore take appropriate measures to ensure that within its Scope of Work, its C Business Partners also comply with the OMV Code of Conduct as well as applicable laws, regulations and (international) standards referred to in this clause. All related measures and controls are to be documented and handed over to Company upon request, without Company incurring additional costs.

B. Contractor shall maintain records of its due diligence activities, promptly notify the Company of any known or suspected violations of human rights or environmental laws, regulations and (international) standards, and cooperate with any verification process by the Company. In any case, if the Company suspects or identifies a breach of this clause, Contractor shall cooperate and implement, and/or ensure that its C Business Partners implement, appropriate preventive and corrective measures, including, but not limited to, drawing up an appropriate preventive and/or corrective action plan.

Contractor shall provide Company (or any qualified third party acting on behalf of Company and being subject to confidentiality obligations) with all relevant documentation reasonably required to demonstrate compliance with this clause. This may include, without limitation, (i) any information provided by Contractor for its qualification, comprehensive accounting and financial records, written agreements, records relating to relevant inquiries or requests for information, correspondence with government officials, incidents and investigations, etc. and/or (ii) upon reasonable priori notice, grant access to all related persons, places and documents, and/or whatever is necessary to audit (to the extent permitted by applicable law such as data protection laws, while respecting all impacted stakeholders' right to privacy), etc. All such documentation shall be kept for at least five (5) years from the end of the calendar year to which they relate.

If Contractor refuses or prevents such verifications without justified reasons, Company shall be entitled to exercise its rights under paragraph C. below.

C. In the event of a breach of the OMV Code of Conduct, Company shall be entitled to suspend, in whole or in part, performance of its obligations (including its payment obligations) under this Agreement, and/or to terminate this Agreement in whole or part, provided that (i) Contractor failed to comply with the written invitation by Company to discuss such actual or suspected breach(es) within a reasonable period of time (at the latest one

(1) month after receipt of the invitation), or (ii) no reasonable measure(s) and deadline(s) for improvement could be achieved by Contractor.
In the event of a material breach of the OMV Code of Conduct, Company shall be entitled to suspend, in whole or in part, performance of its obligations under this Agreement (including its payment obligations), and/or to terminate this Agreement in whole or in part, with immediate effect and without the need for any other prior formality. Moreover, Company shall be entitled, in its sole reasonable discretion, to exclude Contractor from any further business activities of Company and/or OMV Group Companies in certain fields of business or group-wide.
Company's right to claim damages due to a breach of this Clause shall remain unaffected by the special rights and remedies provided herein.

19 INFORMATION SECURITY REQUIREMENTS

For the purpose of this clause, “Company Data” means all information, records, documents, files, and content created, collected, processed, or stored by the Company or its employees in the course of business operations. This includes, but is not limited to, business plans, financial information, customer and supplier details, technical documentation, intellectual property, communications, and any proprietary or confidential material. Company Data may exist in electronic, paper, or any other format, and remains the property of the Company at all times.

19.1 Contractor shall implement and maintain appropriate technical and organizational measures to ensure the confidentiality, integrity and availability of Company Data and to comply with protection and deletion obligations under applicable laws and regulations (in particular GDPR, the EU AI Act and NIS2). Such measures shall reflect state of the art industry practice and shall take statutory retention requirements into account.

19.2 Contractor shall collect and retain Company Data only to the extent necessary to perform the Services and shall securely delete or destroy such Company Data upon completion of the Services, unless otherwise agreed, or upon Company’s request.

19.3 Access to Contractor’s IT and/or operational (Operational Technology “OT”) systems and to Contractor’s physical environments used in the performance of the Services shall be granted on a least privilege / need to know basis and shall be revoked or disabled without undue delay when no longer required for fulfilment of Services.

19.4 Contractor shall ensure that current versions of virus protection and anti malware software, with regularly updated signature/databases, are installed and operated on all IT and/or operational (OT) endpoints devices used by Contractor to perform Services within the Company’s environment.

19.5 Contractor must implement procedures to promptly identify, escalate and communicate information security incidents affecting the Company, and shall notify cyber.security@omv.com and/or OMV GITOC by telephone at +40 (372) 2 22202 in accordance with applicable regulatory thresholds.

19.6 Contractor shall procure that any of their subcontractors comply with the foregoing information. Contractor shall indemnify and hold harmless OMV from any claims, damages, or losses arising from the Contractor's non-compliance with the terms of this clause. In the event of a breach of this clause, OMV shall reserve the right to terminate the Contract with immediate effect.