General Conditions of Purchase

In the absence of a Master Service Agreement, a Frame Contract or a Single Agreement, all Purchase Orders placed by OMV Group Companies shall be subject to these General Conditions of Purchase, which form an integral part of the Agreement with Contractor.

1 Definitions and Interpretation

Unless expressly stipulated otherwise, all capitalized terms shall have the following meaning.

1.1 "Affiliate" and "Control"

means any entity in which a Party holds a direct or indirect majority interest or which are controlled by, controlling or under common control with that Party, whereas "Control" means the power to direct or cause the direction of the management and of policies of an entity, whether through the ownership of voting shares, by contract or otherwise.

1.2 "Agreement"

means Company's legally binding Purchase Order (as defined below) for Goods and/or Services and referring to Contractor's offer and OMV's General Conditions of Purchase. In each case, the Agreement shall comprise of this main body and all listed Annexes, if any.

1.3 "Background"

means any data, materials, know-how, software, technology, or other useful information, irrespective of its form (tangible or intangible) or nature, including any rights such as Intellectual Property Rights that is held by one Party prior to the conclusion of this Agreement and is needed to perform the agreed Scope of Work.

1.4 "CBAM"

means the Carbon Border Adjustment Mechanism established by Regulation (EU) 2023/956 of the European Union, as amended from time to time, including any implementing or delegated acts, as well as any applicable guidance issued by the European Commission (see https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism_en).

1.5 "Change Order"

means the document provided by Company to Contractor, which (i) is expressly labelled as "Change Order", (ii) contains a reference to the relevant Agreement, and (iii) specifies the required adjustments to be included; any Change Order shall be subject to mutual agreement between Company and Contractor.

1.6 "Company" and "Contractor"

"Company" means (i) the OMV Group Company concluding the Agreement as well as (ii) one or several OMV Group Companies becoming beneficiaries to the Agreement; and "Contractor" means the respective counterparty/counterparties. Company and Contractor will be each referred to as "Party" or jointly as "Parties".

1.7 "Confidential Information"

means all confidential information which a Disclosing Party or any Third Party on its behalf (such as licensees, (sub-)contractors or suppliers) directly or indirectly discloses, or makes available, to a Receiving Party. This includes certain business, technical and/or commercial information of a confidential and/or proprietary nature, which may be in any form (including, without limitation, in writing,

orally, electronically or by display) and including, but not limited to ideas, know-how, concepts, methods, proposals etc.

1.8 "Delivery Date"

means the time schedule and/or date(s) specified in the Agreement, upon which Contractor shall completely deliver the Goods, provide the Services and/or the Scope of Work.

1.9 "Force Majeure"

means events or circumstances that make it impossible or unlawful for the affected Party to perform its obligations under the relevant Agreement, in whole or in part, provided that 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 affected Party in whole or in part through the exercise of due diligence; such qualified events or circumstances shall include, but shall not be limited to: Acts 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; interruption of delivery of oil, gas, energy, fuel or other input materials; fire, explosion, hurricane, tornado, earthquake, volcano, and abnormally severe weather conditions that have no history of regular occurrence or any other natural event of a comparable gravity; plague, epidemic, pandemic; embargo, sanction or other restriction on export of goods, services or technology; quarantine; action or inaction of any competent authority; as well as any event or circumstance or a combination of the same of a nature analogous to any of the foregoing; the following events and circumstances shall never qualify as Force Majeure: strikes, lock-outs or any other industrial action or labor dispute involving an enterprise or business of the affected Party or its agents, suppliers or subcontractors; late delivery of equipment or materials in Contractor's product chain; lack of funds; lack of compliance with labor-, employment-, visa-, or work permit related issues; or severe weather conditions as such without the above qualifications.

1.10 "Goods"

means the materials or products as specified and to be delivered in accordance with the Agreement, as well as any other deliverables associated herewith, such as (without limitation) their packaging, shipment, customs treatment, insurance etc.

1.11 "Intellectual Property Rights" or "IPR"

means any registered or unregistered intellectual property rights, including but not limited to industrial, proprietary or protected rights, invention, patents, utility models, designs, know-how, trademark, process, engineering, data, software, work of authorship or copyright.

1.12 "OMV Group Companies"

means OMV Aktiengesellschaft and any of its direct and indirect Affiliates.

1.13 "Place of Performance"

means as described in clause 3.3.

1.14 "Purchase Order"

means the document issued by Company that incorporates these OMV General Conditions of Purchase, which specifies the quantity, value, kind and description of all Goods and Services and Delivery Date, which shall be binding for the Parties.

1.15 "Results"

means any (tangible or intangible) output that is generated during the performance of the Scope of Work, such as data, materials, know-how, software, technology, or other commercially useful

information, irrespective of its form or nature, whether it can be protected or not, as well as any rights attached to it, including Intellectual Property Rights.

1.16 "Sanctions"

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.

1.17 "Scope of Work"

means the delivery of Goods and/or the provision of Services to be provided by Contractor under the Purchase Order and, if applicable, pursuant to the relevant Annex (Scope of Work).

1.18 "Services"

means the services to be performed by Contractor in accordance with the Scope of Work, as well as any other deliverables associated therewith.

1.19 "Third Party"

means any party which is neither Company nor Contractor nor an Affiliate, employee or subcontractor of either Company or Contractor.

1.20 "Interpretation"

Unless expressly provided otherwise, any reference in this Agreement or any Purchase Order to:

(A) an "Agreement" includes any annexes, appendices and schedules thereto;

(B) a "law" includes common or customary law and any constitution, regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental authority (including European Union authorities), and "lawful", "lawfully" and "unlawful" shall be construed accordingly;

(C) a "day" is a calendar day, whereas a "working day" is a day at which banks in Austria have regular business;

(D) "including" and "includes" shall be construed to be without limitation;

(E) words importing the masculine gender include the feminine, words importing the feminine gender include the masculine;

(F) words in the singular include the plural and words in the plural include the singular;

(G) a provision of law is a reference to that provision as amended or re-enacted;

(H) headings are for ease of reference only.

2 Inquiries and Offers

Inquiries by Company are made without obligation and do not bind Company to commit and/or 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.

2.1 Offers

Within five (5) working days of receipt of an inquiry from any OMV Group Company, or within any other time period specified by OMV Group Company in its inquiry, Contractor will either: (a) send a binding offer to the respective OMV Group Company; or (b) inform the respective OMV Group Company about all justified reasons for not being able to make a binding offer. Offers by Contractor shall be in writing and shall make explicit reference to OMV Group Company´s inquiry and show the inquiry number(s) given on the heading of the inquiry. OMV Group Company does not accept offers that make reference to other terms and conditions than this Agreement. Any statements by OMV Group Company in response to such offers shall not in any way be construed as an acceptance of such other terms and conditions.

2.2 Completeness of Offer, Duty to Notify

Contractor declares that the information contained in its offer, as submitted, is correct and complete and that all prerequisites (including those requested by Company or required by law) for a complete delivery of its Goods, provision of Services and/or performance of the Scope of Work are met. If Contractor deems information given by Company to be unclear or incorrect, Contractor shall promptly and duly notify Company in writing of any specific concerns and provide suggestions how to resolve the issue. Contractor's offer shall, without limitation, include all materials, equipment, ancillary services, documentation, as well as all the necessary labor.

3 Subject Matter

The Scope of Work, in particular the volume of the Services to be provided and/or the quantity of Goods to be supplied by Contractor, shall be agreed between the Parties and set out in Contractor's related offer and Company's related Purchase Order. All deliveries of Goods and/or provision of Services shall be based on a Purchase Order submitted by Company to Contractor and confirmed by Contractor after careful consideration. Contractor shall submit such confirmation or shall notify Company of all justified reasons for not being able to confirm such Purchase Order within five (5) business days, failing which the Contractor is deemed to not have accepted such Purchase Order. By virtue of such Purchase Order, all terms and conditions provided in the Agreement shall apply to the contractual relationship of the respective Company without binding any other OMV Group Company.

3.1 Usual Packing

Packing of any Goods 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. Goods shall be packed 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.

3.2 Dispatch

Dispatch shall be made according to the time schedule specified in the Agreement or, in the absence of such an agreed time schedule, Company's instructions. Until the date of dispatch, Company shall be entitled to change the shipping address, provided that Company shall bear any additional costs arising from such change.

3.2.1 Notice of Dispatch

On dispatch Contractor shall provide Company with the notice of dispatch containing a reference to the Agreement. If applicable, 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 Agreement to ensure that the necessary arrangements for the receipt of the shipment can be made.

3.2.2 Shipping Documents

All shipping documents shall include the Agreement number and date, quantity, technical description and all other necessary references.

3.3 Place of Performance

Unless otherwise agreed in writing, the place of performance for deliveries of Goods and/or provision of Services by Contractor shall be Company's business address specified in the Agreement.

3.4 Ban on Smoking, Alcohol and Drugs

The Contractor acknowledges that smoking, alcohol and drugs are strictly banned from all OMV offices and premises. Both Contractor and Company shall perform controls to a reasonable extent, and Contractor shall be responsible for its employees as well as its subcontractors. Non-compliance with these obligations shall entitle Company to take appropriate measures, including a request to Contractor to replace personnel in case of repeated non-compliance by certain Contractor's or its subcontractors' personnel.

3.5 Social Security Insurance and Salary

Contractor undertakes to duly pay all social security or related charges for the staff employed for the Scope of Work and to compensate them not less than with the salary prescribed by law or collective agreement. If Contractor is subject to taxation for the employed staff, it shall duly pay the respective taxes, duties, levies, charges and contributions (and any interest or penalties thereon) and provide appropriate proof thereof. Documents relevant in this respect, in particular regarding social security obligations, charges and payment, shall be kept at the relevant place for any review and control by local authorities.

3.6 Employment of Foreign Nationals

If Contractor employs foreign nationals for the performance of the Scope of Work, it shall fully comply or procure full compliance of its subcontractors with all applicable laws and regulations in relation to (i) its own employees (including without limitation compliant terms and conditions in its labor contracts), (ii) subcontractors' compliance regarding their employees, as well as (iii) such Company's contractors compliance, which Contractor is obliged to manage under the Agreement. Contractor shall also ensure that all such employees are in possession of all legally required documents (passport, work permit, work entitlement, etc), and that such employees carry these documents with them during contractual performance and are able to present such documents to any authority representative upon request.

Company shall be entitled to refuse access of employees, for which the prerequisites for a legal employment by Contractor or Contractor's subcontractors cannot be proven, and – to the extent applicable – to ban such employees from the Place of Performance.

Contractor shall save, indemnify, defend and hold harmless Company and OMV Group Companies from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any breach of its foreign labor obligations and/or non-compliance of its employees and subcontractor's employees.

3.7 No Assignment to third parties, Subcontracting and Contractual Penalty

Without Company's written consent, Contractor shall not, in whole or in part, assign the Agreement to third parties. Company shall be entitled to assign or in any way transfer the Agreement partially or totally to an OMV Group Company.

Before commencing any work, Contractor shall disclose to Company all subcontractors it intends to use for the performance of the Scope of Work. Upon Company's request, Contractor shall record its subcontractor disclosure in OMV's dedicated SAP BTP Subcontractor Application. Contractor shall not engage any subcontractor without the prior written approval of Company which shall not be unreasonably withheld or delayed. Engaging any subcontractor without such approval shall constitute a material breach of this Agreement.

Contractor shall ensure that all subcontracts contain provisions stating that:

- the subcontractor may not assign the subcontract, in whole or in part, to any third party without the prior written consent of Contractor and Company;
- the provisions of the clauses of this Agreement, particularly those relating to Company's right to audit, Code of Conduct, HSSE, Sanctions and confidentiality, shall apply mutatis mutandis to the respective subcontracts.

Contractor shall further ensure that its subcontractors agree to the assignment of their respective subcontracts to Company in the event of Contractor's insolvency or upon termination of the Frame Contract and/or any Purchase Order. If Company requests such assignment, Contractor shall take all necessary steps to ensure the prompt and effective assignment of the relevant subcontract to Company. Contractor shall include appropriate provisions in all agreements with its subcontractors to enable, at Company's request, the assignment to Company of all rights and claims arising from these agreements.

In the event that Contractor engages any subcontractor without the prior written approval of Company, Contractor shall be obliged to pay to Company a no-fault contractual penalty in the amount 1% of the Contract Price per instance of such unauthorized engagement, up to a maximum aggregate penalty of 5% of the Contract Price. Company's right to claim damages in excess of such contractual penalty shall remain unaffected. In addition, Company shall have the right to demand the immediate replacement of any subcontractor engaged without its prior written approval or otherwise in breach of this Agreement. Contractor shall remain fully responsible for all consequences arising from such replacement, including but not limited to any resulting additional costs or delays. Furthermore, Company's right to terminate the Agreement for material breach due to unauthorized use of subcontractors shall also remain unaffected.

3.8 Variation of Subject Matter by Change Orders

Any amendments to the Agreement, in particular the Scope of Work, shall be effective only if mutually agreed in writing in a Change Order document that has been properly executed by duly authorized representatives of the Parties. Company may also request, and Contractor may suggest changes of the Scope of Work, which are beneficial from a technical and commercial perspective. If Change Orders have a material effect on the Scope of Work, Contractor shall duly carry out such parts of the Scope of Work that are not affected by such Change Order but shall not commence performance that are affected by such Change Order until the required changes of the Purchase Order have been agreed.

Change Orders shall be invoiced separately in accordance with the payment schedule agreed in such Change Order.

In the following circumstances, Company may instruct Contractor to proceed without an agreed Change Order, but always based on either a "Preliminary Approval for Additional Services" (PAAS) or an "Arbeitsvorgenehmigung" (AVG):

- if a Change Order relates to an imminent danger (such as, but not limited to HSSE) that needs to be addressed without any further delay; or
- if the Parties fail, despite their reasonable efforts, to reach a complete agreement on all aspects of the Change Order terms in a timely manner.

In such cases, Company shall have the right to establish on a preliminary basis such Change Order conditions, including compensation and any adjustments to the time schedule, which it considers appropriate to the circumstances, and to instruct Contractor to proceed on the basis of such preliminary modifications of the Scope of Work, the time schedule or any other part of the Agreement. The Parties shall continue to make their reasonable efforts to reach agreement on any pending Change Order(s).

Unless expressly agreed otherwise, the prices of the relevant Agreement and/or Purchase Order including, but not limited to any applicable project rebate, shall also apply to any Change Order and

PAAS/AVG. If and only to the extent the relevant Agreement and/or Purchase Order does not provide for suitable prices, market prices less the agreed project rebates shall apply.

4 Timely Performance

4.1 Time Schedule

Contractor shall comply with the agreed Delivery Date(s), and any deviations must be agreed in writing. Any failure to deliver or perform on the Delivery Date(s) is a material breach and entitling Company to terminate the Agreement in accordance with clause 12. Contractor's performance ahead of schedule at the Place of Performance shall be subject to Company's prior written consent.

4.2 Delays

Contractor shall promptly notify Company of any expected or actual delay of Delivery Date(s) and clearly specify the circumstances of such delay.

4.3 Interruption

Company may, at its sole discretion, demand that the Contractor interrupts delivery and/or reschedules the Delivery Dates. Contractor shall only be entitled to compensation for such interruption and/or rescheduling if the aggregate time of such interruption and/or rescheduling exceeds three (3) consecutive working days. Such claim for compensation shall be limited to the actual and direct standstill costs evidenced by Contractor.

5 Input by Company

Company remains the sole owner of the Background it provides to Contractor. Company hereby grants Contractor an irrevocable, non-terminable, non-exclusive and royalty-free license on its Background solely for Contractor's performance of the Scope of Work or other obligations under this Agreement.

Upon completion of the Scope of Work, Contractor shall return Company's Background without undue delay. Company's Background shall not be copied, stored or otherwise remain with Contractor in any format, nor shall Contractor provide Company's Background, nor make it accessible to Third Parties, nor use it for purposes other than for the Scope of Work.

Contractor shall not use any trademarks or labels owned by Company or OMV Group Companies without having obtained Company's prior consent.

6 Pricing, Invoicing and Payment

6.1 Pricing

All prices, rates and sums provided in the Agreement are in Euro. Except as expressly agreed otherwise, the Contract Price shall also include overtime, usual packing, free delivery, input material, components and any item or services (including for conducting a safe and comprehensive performance), as well as all taxes and duties owed by Contractor in accordance with the tax provisions of this Agreement. If Company is obliged to pay any taxes and/or duties (except value added tax) in connection with Contractor's performance, such amounts shall be deducted from the Contract Price. If Contractor does not fulfil its obligations under applicable tax laws and regulations, including but not limited to the Austrian Fiscal Code and its application norms, and if as a result of such non-compliance, the Austrian tax authorities impose additional taxes, penalties and/or fines on Company, then Company shall be entitled to recover any and all such amounts from Contractor; subsequent partial or total reimbursements shall also be accounted for accordingly.

6.2 CBAM Compliance

Contractor shall comply with all requirements of CBAM, including those set forth in the document "Guidance document on CBAM implementation for installation operators outside the EU" and in case Contractor is the importer, shall provide a confirmation that the Contractor is authorized as registered CBAM importer.

Contractor shall provide Company (if being the importer/recipient from a CBAM regulation perspective) with all relevant data that are necessary for Company to be compliant with CBAM no later than the 30 of June of the year following the delivery year of the Goods. Such data shall include, without limitation, the custom tariff number, details regarding the origin of Goods and the total emissions associated with the production of all Goods that are supplied to Company that fall within the scope of CBAM accompanied by a verification report from an authorized independent CBAM verifier at Contractor's cost. For the calculation and communication of the emissions to Company, Contractor shall use the Excel template for emission calculations called "CBAM communication template for installations" in its applicable version, and will be accompanied by a verification report from an authorized independent CBAM verifier at Contractor's cost.

Contractor shall disclose to Company which portion of the Contract Price relates to CBAM costs, including the purchase of CBAM certificates or comparable carbon charges. Contractor shall additionally provide full and timely information on any refunds or the like relating to carbon pricing, CBAM, or similar schemes that Contractor has received or is eligible to receive in the country of origin or within the EU. Contractor shall reimburse the Company any refunds or the like relating to carbon pricing, CBAM, or similar schemes that Contractor has received based on a credit note issued by the Contractor related to the Contract price difference. Contractor furthermore warrants that it has applied the most economically efficient model for determining, minimizing and allocating CBAM-related costs, and that no alternative cost model would have resulted in lower CBAM expenses for Company without violating applicable CBAM regulations.

Company reserves the right to request additional documentation or verification of the data supplied, provided that such additional information is required for Company's CBAM compliance. In such case, Contractor shall promptly provide Company with such data, information and documents, but, in any case no later than the deadline reasonably set by Company at that time.

Contractor represents and warrants the accuracy and completeness of all CBAM data provided to Company. Any failure by Contractor to comply with the obligations set out in this clause shall constitute a non-conformity and a material breach of contract. With respect to such non-conformity or with respect to any non-compliance with this clause, Company shall have all the rights and remedies under the Agreement including but not limited to termination of the contract due to material breach. Furthermore, Company shall have the audit rights as set out in the Agreement.

Contractor shall indemnify, defend and hold harmless Company from any and all costs, liabilities, penalties, fines and damages arising out of or related to Contractor's failure to comply with CBAM requirements under the contractual Scope of Work, or the provision of inaccurate or incomplete data under this Contract or applicable legal provisions.

6.3 Invoicing

Unless agreed otherwise, all invoices shall be paid in Euro; should the price be agreed in a foreign currency, such price shall be converted into Euro in accordance with the exchange rate of the Austrian National Bank that is valid on the day of issuance the invoice. All invoices shall be issued after Company's acceptance of the Scope of Work and sent to the Company's business address specified in the Agreement. As applicable, the Agreement or Purchase Order number must be stated in the invoice. In case of shipments from abroad, two (2) extra copies of the invoices shall be attached to the shipping documents and one (1) copy of the invoice shall be sent electronically. Company reserves its right to reject invoices, which do not contain the foregoing information.

6.4 Payment

Company shall pay all invoices in accordance with the Agreement sixty (60) days from receipt of a properly prepared and properly supported invoice. In particular, all documents required as proof of the invoiced items shall be attached to the invoice, e.g. list of delivered Goods and/or time sheets

of the provided Services, as well as CBAM documentation (to the extent applicable to the deliveries). Payment shall be deemed 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 Company's business address specified in the Purchase Order. Company shall be entitled (but not obliged) to set off its payment obligation to Contractor against any counterclaim of Company. Any set-off by Contractor against Company shall be excluded.

7 Warranty

7.1 Warranty Obligation

Contractor warrants that its performance shall be provided in accordance with the Agreement with due care as well as by adhering to the applicable professional (international, regional or local) norms and standards, the applicable laws, and the state of the art. To the extent practically possible and without undue delay, Contractor shall (i) replace all Goods that are fully or partially defective, or alternatively, (ii) repair such defects, which shall include (without limitation) the costs and expenses for the detection of the defects, fittings, examinations, handling, freight, verifications and acceptance. Contractor shall also redeliver at its own costs and expenses any Services that have proven to be, in terms of quantity or quality, inadequate under the Agreement.

If Contractor does not promptly fulfil its obligations under this Section "Warranty", Company shall, after a reasonable period of time and after having sent a corresponding notice to Contractor, be entitled to repair all defects at Contractor's expense. Company shall be entitled to repair defects at Contractor's expense without prior notice, if such repair is required to protect life or save property in case of an imminent peril and/or in order to mitigate damages for the Company.

7.2 Warranty Period

The warranty period shall be two (2) years for movables and three (3) years for immovables or work/fitting done on immovables. The warranty period shall commence upon due acceptance by the Company of the complete and fully compliant Scope of Work. If a hidden defect appears on expressly agreed specifications or features after acceptance, the warranty period shall commence upon discoverability of such hidden defect. Partial deliveries of Goods/provision of Services shall not trigger the start of the warranty period. For repairs and corrections, the warranty period shall start from the due acceptance of such repairs/corrections by Company.

Company shall within reasonable time notify Contractor of any defects within the applicable warranty period. Company is under no obligation to inspect the Goods delivered and/or the Services provided or to complain within a given period of time in order to preserve claims; the respective provisions of Sect 377 sqq of the Austrian Business Code ("Unternehmensgesetzbuch"- UGB) are thus also hereby excluded.

Company shall have no additional obligation, such as to file a lawsuit within the applicable warranty period, but such lawsuit can be filed up to two (2) years following the expiration of such warranty period. In case of a dispute Company may assert warranty claims at any time as a mean of defense notwithstanding the statute of limitations.

7.3 Independent Contractor Warranty

Contractor represents and warrants to be fully experienced and technically competent to perform the Scope of Work and that it is properly financed, organized and equipped with adequate and appropriate resources. Contractor shall manage, control and direct the Scope of Work independently and shall perform all obligations and duties under the Agreement at its own cost, risk and responsibility. Company shall not exercise any technical or official supervision of Contractor that exceeds the agreed Scope of Work. Company shall also not issue any instructions to Contractor or its Representatives that exceed Company's rights and obligations pursuant to the Scope of Work, except for safety reasons or in the event of imminent danger.

Contractor shall neither do nor omit to do anything that could create the wrong impression that Contractor's staff should be regarded as Company's employees.

8 Liability

Contractor shall be liable for any damages arising from, relating to or in connection with its misperformance. Such liability shall also include without limitation any fines imposed by public authorities or claims from third parties.

8.1 Liability for Labor Law Compliance

Contractor shall save, indemnify, defend and hold harmless Company and OMV Group Companies for all claims, losses, damages, costs (including legal costs), expenses for, or arising out of, any breach of its labor law obligations and/or non-compliance of its employees and subcontractor's employees, including non-compliance when employing foreign nationals.

9 Risk and Title

Except as provided otherwise in agreed INCOTERMS or the relevant Purchase Order, risk shall pass to Company upon acceptance of the complete Scope of Work by Company at the Place of Performance. Partial deliveries of Goods or partial performance of Services shall never entail the passage of risk. Any reservation of title by Contractor shall be excluded, and any handover of Goods and/or Services under the reservation of title shall not be construed as Company accepting such reservation of title. Contractor shall not claim any lien, encumbrance or attachment on any part of the Scope of Work or on any asset of Company. Further, Contractor shall save, indemnify, defend and hold harmless the Company from and against such lien, encumbrance or attachment, in connection with or arising out of the Agreement.

10 Intellectual Property Rights in Scope of Work, Background and Results

Unless expressly agreed otherwise, the agreed price shall include full consideration for the grant of Intellectual Property Rights to Company to the extent required for Company's free use of the Scope of Work. By such consideration, Company is granted a perpetual, non-exclusive, royalty-free license in the entire Scope of Work, including all plans and related documents, drafts, drawings, designs, engineering, and design.

These rules shall also apply to all Intellectual Property Rights, which Contractor makes use during performance of the Scope of Work, or which Company requires for any contractual use, maintenance and/or upgrade of such Scope of Work. Contractor shall be liable for ensuring that Third Party Intellectual Property Rights are not violated and shall save, indemnify, defend, and hold harmless Company and any OMV Group Company from all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or other proprietary or protected right arising out of or in connection with the performance of the Scope of Work.

Both Parties shall retain their respective Intellectual Property Rights in the Background.

Any Results generated during Contractor's performance of the Scope of Work shall become owned by Company and shall be kept secret for Company's benefit. Contractor shall inform Company of all Results belonging to the Scope of Work. To the extent that Contractor contributed to the Results and is able to use such Results outside of the Scope of Work without breaching any of its obligations under the Agreement, in particular its confidentiality obligations owed to Company, Company grants to Contractor an irrevocable, non-terminable, non-exclusive and royalty-free license on such Results.

11 Business Liability Insurance

Contractor shall obtain and maintain business liability insurance coverage proportionate to the price agreed in the Agreement and the risks entailed by the Scope of Work. Contractor shall present to Company on demand proofs of such insurance prior to commencing performance. Failure by Contractor to do so shall entitle Company to enjoin Contractor from performance until the appropriate proofs of insurance are presented.

12 Early Termination

A material breach of provisions of the Agreement by Contractor shall entitle Company to terminate the Agreement with immediate effect and without the need for any other prior formality (e.g. delay notification or grace period) or court intervention.

In case of other than material breaches of the Agreement by Contractor, Company shall be entitled to terminate the Agreement by providing Contractor with a reasonable grace period to remedy such breach(es). Such termination shall become effective if Contractor is still in default after the expiry of such grace period.

Other Reasons For Early Termination

Company may terminate the Agreement, in whole or in part, by notice if any of the following events occurs:

- 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).
- with immediate effect, if Force Majeure prevents the performance of a Party in its entirety for an uninterrupted period of at least six (6) weeks.

Consequences of Early Termination

Company shall compensate Contractor for Goods delivered and/or Services rendered in conformity with the Agreement prior to termination, provided that Company derives a clear, preponderant and sustainable benefit from such partial performance. 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 Agreement in whole or in part, Contractor shall not be entitled to raise claims in excess of such compensation.

13 Force Majeure

No Party shall be responsible for any failure to fulfil any of its obligations if such failure is caused by Force Majeure. The Party affected by Force Majeure shall be excused from performance for so long as the relevant event of Force Majeure continues, and to the extent that such Party's performance is prevented by such event. The respective other Party shall also be excused from performance to the extent that such performance becomes impossible or impracticable in light of the affected Party's Force Majeure. The affected Party 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. In addition the Party affected by Force Majeure shall immediately take all technically and economically reasonable measures to mitigate all negative consequences arising from Force Majeure 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.

14 Confidentiality

For the purpose of this clause, both Company or Contractor can be a "Receiving Party" or a "Disclosing Party" (meaning respectively the party that receives or discloses Confidential Information).

The Receiving Party shall treat all Confidential Information directly or indirectly received from the Disclosing Party under the Agreement confidential and use it solely and exclusively for carrying out its contractual obligations. Insider information shall be qualified as such and shall be treated as set out by the applicable laws.

If during performance, such Confidential Information needs to be passed on to Third Parties (but only on a need-to-know-basis), the Receiving Party shall obtain from such Third Parties a confidentiality undertaking with terms at least as favorable to the Disclosing Party as those set out herein, and prior to disclosure to such Third Party.

The Receiving Party shall be liable for any breach of confidentiality, including by Third Parties as defined above and shall indemnify and hold harmless the Disclosing Party and/or any other affected Affiliates.

Any disclosure of the existence, content or progress of the Agreement shall be subject to Company's prior written consent. This shall include (without limitation) any public statements and declarations (including press and media) and any listing of the Company in reference lists of the Contractor or Third Parties.

These confidentiality obligations do not apply to information which: (i) was already lawfully known to the Receiving Party as of the date of disclosure hereunder and is not subject to any confidentiality obligation on its part; (ii) is already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party; (iii) is required to be disclosed pursuant to a court order or under applicable law or by a governmental order, decree, regulation, or rule (provided that the Receiving Party shall limit such disclosure to such part of the information as must be disclosed and that the Receiving Party shall give written notice to the Disclosing Party as soon as reasonably possible); (iv) is acquired independently from a Third Party in respect of which the Receiving Party has ascertained that it has the unrestricted right to disseminate such information at the time it is acquired by it; (v) is independently developed by the Receiving Party without reference to Confidential Information and prior to signing of this Agreement; and (vi) that the Disclosing Party permits (in writing) the Receiving Party to disclose.

The Confidential Information disclosed shall remain the property of the Disclosing Party. Upon termination or expiration of this Agreement or the accomplishment of the Purpose for which the Receiving Party acquired the Confidential Information (whichever is the earlier), the Receiving Party shall promptly return all the originals and/or copies of any of the Disclosing Party's Confidential Information or shall destroy it, as instructed by the Disclosing Party. The obligation to return or destroy Confidential Information does not apply if Confidential Information is retained in the computer backup system of the Receiving Party or is contained in papers submitted to, or minutes made of, any decision making committee (including, but not limited to, the board of directors) of the Receiving Party, if statutory storage obligations apply or if the Confidential Information is required to prove claims of one Party against the other. Any such backup copies will be subject to the provisions of this Agreement until they are destroyed and must not, except as permitted by this Agreement, be accessed during any period of archival or backup storage.

Notwithstanding the above provisions, additional rules and regulations resulting from laws, such as national data protection laws, shall remain applicable. The obligations of the Receiving Party set out in this clause "Confidentiality" shall survive expiry or termination of the Agreement.

15 Data Protection

This Agreement shall be governed by applicable data protection laws and regulations, including national legislation and the General Data Protection Regulation (GDPR) EU 2016/679. Each Party, as independent controller shall observe the applicable law and determine separately the purposes and means of processing personal data.

The Parties, including their subcontractors, shall process all personal data of the disclosing party or third parties exclusively for the purpose of this Agreement. The disclosing party is authorized to provide the receiving party with the disclosed personal data.

The representatives and contact persons of the Parties acknowledge that their personal data will be processed for the purpose of concluding and executing this Agreement, in compliance with GDPR rights and principles. Each Party shall fulfill its information obligations towards data subjects in the context of its own data processing operations. For the Company, the Privacy Policy available on website https://www.omv.com/en/data-protection shall be considered. In case of international data transfers the relevant safeguards according to Art 45 et seq GDPR are observed.

If one Party acts as data processor pursuant to the applicable data protection laws, the Parties shall enter into a data processing agreement in accordance with art. 28 GDPR or an equivalent thereto to ensure legal compliance with respect to such data processing.

During the performance of the Agreement and as long data has to be kept according to statutory retention obligations, the Parties shall: (i) adhere to technical and organizational measures to ensure the confidentiality, integrity, and availability of personal data; (ii) protect the disclosing party's personal data with state-of-the-art security measures; and (iii) restrict access to trained staff committed to confidentiality obligations.

Upon completion of the Agreement, the Parties shall duly ensure the irrevocable anonymization or deletion of any personal data processed based on this Agreement, except for any data retention due to statutory retention obligations or other legal basis applicable according to the GDPR.

16 Artificial Intelligence (AI) clause

The Parties acknowledge and agree that any use of Artificial Intelligence (AI) technologies under this Contract shall be strictly in accordance with all applicable laws, regulations, and industry standards including but not limited to the Regulation (EU) 2024/1689 laying down harmonized rules on artificial intelligence (AI Act). For the purposes of the AI Act, each Party shall act solely in accordance with its actual role. The use of AI is limited to AI systems presenting minimal or limited risk. The principle of purpose limitation, the protection of personal data, and confidentiality must be fully ensured.

The Parties agree that any use of Artificial Intelligence (AI) solutions, including AI functionalities integrated or embedded in standard software products, in connection with the data of the other Party must be disclosed in advance and requires prior written approval from the other Party.

Approval is not required for AI tools that are used solely for supportive purposes, provided cumulatively that these tools:

- do not use any confidential or personal data of the other Party
- neither store, retain, nor reuse the data of the other Party, and
- do not use the data of the other Party for any purpose independent of or outside the scope of this Contract.

The use of AI systems that process the data of the other Party for ancillary or secondary purposes - such as training, improving, validating, or otherwise developing AI or machine-learning models or datasets, as well as for profiling, enrichment, or reuse - is prohibited.

If an AI solution is intended to be used in connection with the provided services, the Parties will conclude a specific AI agreement governing such use.

Each Party assumes full responsibility and liability for misuse, unauthorized disclosure, or security breaches resulting from the use of AI solutions by the Party or by third parties engaged by it.

17 Information Security Requirements

For the purpose of this clause, "Company Data" means all data, 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.

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.

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.

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.

Contractor shall ensure that current versions of virus protection and anti malware software, with regularly updated signature/databases, are installed and operated on all devices used by Contractor to perform Services within the Company's environment.

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 GI-TOC by telephone at +40 (372) 2 22202 in accordance with applicable regulatory thresholds.

Contractor shall procure that all their subcontractors comply with the foregoing obligations. Contractor shall indemnify the Company against any claims, damage, or loss suffered by the company in relation to any breach by the Contractor of its obligations under this clause. OMV may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a breach of this clause.

18 OMV 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 accepting the OMV General Purchase Conditions, 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 Sanctions Compliance

The Parties acknowledge that they are subject to laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of the European Union, any EU member state, the United Nations or the United States of America relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws (together "Sanction Laws").

The Parties mutually represent and warrant that they have complied and will comply with all applicable Sanction Laws in the performance of the Agreement and shall not, and shall, by acting commercially reasonable, procure that any subcontractors shall not do anything that is inconsistent with or which may cause the respective other party to be exposed to the risk of negative consequences under (punitive measures), or be in breach of, Sanction Laws. Both Parties mutually represent and warrant that they have maintained and will maintain adequate written policies and procedures to comply with Sanction Laws.

To the extent applicable, both Parties shall inform each other of information, data or material that is subject to US export restrictions and shall reasonably support the respective other Party in relation to obtaining appropriate export authorization, as such support is required by such other Party.

Should any conduct or performance of either Party under this Agreement constitute a violation of, be inconsistent with, or expose the respective other Party to the risk of punitive measures under Sanction Laws (hereinafter "Affected Party"), such 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.

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

20 Notices

Unless expressly agreed otherwise, all notices, requests, demands or other communications authorized or required between the Parties of this Agreement and/or any Purchase Order (to the extent applicable) shall be in writing, and this shall include communication via a state-of-the-art digital signature system, such as DocuSign. Any such communication shall be addressed to the respective Party's representative as designated in the Agreement and/or a Purchase Order.

21 Applicable Law

This Agreement, including all aspects of its conclusion, validity and enforcement, shall be governed by, construed and enforced in accordance with the substantive law of Austria except for the Austrian law on conflict of laws. The application of the United Nations Convention on Contracts for the International Sales of Goods is hereby expressly excluded.

22 Jurisdiction, Waiver

The competent court for Vienna, First District (Inner City), shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement, including pre-contractual obligations or any other legal relations between the Parties, in particular in connection with the conclusion, termination, nullity and restitution thereof. The Parties agree that, should any rights of pre-trial or in-trial discovery and/or disclosure exist, such rights shall be hereby waived to the extent permissible by the applicable law.

23 Severability

If any provision of the Agreement is held invalid or unenforceable, it shall not affect the validity or enforceability of any of its other provisions. The Parties agree to subsequently accept a valid and enforceable provision which comes closest to the legal and commercial intent of the invalid clause.

24 Amendments

Any amendments to the Agreement shall be effective only if made in writing and signed by the Parties or their authorized representatives, including signatures using the DocuSign system or any other similar state-of-the-art digital signature solution. This rule shall also apply for a waiver of this "in writing" requirement. Statements made by e-mail (outside of such e-signature procedure) shall not satisfy this "in writing" requirement.