



General Conditions of Purchase for  
Castrol España S.L.U

## 1. DEFINITIONS AND INTERPRETATION

1.1 In these General Conditions of Purchase and Purchase Order, the following terms shall have the following meaning:

1.1.1 'Affiliate' means a BP Affiliate or a Supplier Affiliate, as the case may be.

1.1.2 'BP' means Castrol España S.L.U

1.2 'BP Affiliate' means;

(i) BP p.l.c.;

(ii) any legal entity directly or indirectly controlled by BP p.l.c. where owning fifty percent (50%) or more of the stock, equity or property of such legal entity, or having the right to appoint fifty percent (50%) or more of the members or owner representatives of such legal entity are examples of forms of control;

1.2.1 (iii) a firm, undertaking, joint venture, association, partnership, or other form of business organisation in or through which an entity described in (ii) above directly or indirectly performs as a designated operator or exercises control (directly or indirectly) regarding the management or operations of such entity and in which it directly or indirectly has an ownership, production sharing, or other economic interest.

1.2.2 'BP HSSE Requirements' means all regulations, requirements, procedures, practices, systems and policies applicable at a BP or BP Affiliate or third party premises at which the Goods and/or Services are supplied/performed, from time to time so far as they relate to HSSE matters, including but not limited to the contents of the BP Local Operating Management System Handbook and all applicable BP or BP Affiliate operating procedures and practices that apply to the provision of any Equipment and the supply of the Goods and/or Services.

1.2.3 'BP Materials' means materials, equipment, appliances and things of whatsoever nature made available by BP to the Supplier.

1.2.4 'Contract' shall have the meaning as set out in clause 2 (Agreement).

1.2.5 'Developed Work' means any work of whatsoever nature which is produced for or on behalf of or at the request of BP as part of the Services or which otherwise arises during the Supplier's performance of the Services.

1.2.6 'Equipment' means all equipment, appliances or things of whatsoever nature to be utilised by the Supplier or any Sub-Contractor for the purposes of supplying the Goods or Services which is not part of the Goods or the BP Materials.

1.2.7 'Goods and/or Services' shall mean any goods, services and other items to be provided by the Supplier as detailed in the 'PO'.

1.2.8 'HSSE' means health, safety, security and the environment.

1.2.9 'Laws' means statutes, statutory instruments, regulations, orders and other legislative provisions in any jurisdiction, including any delegated or subordinate legislation, any judgment of a relevant court of law or decision of a tribunal or competent authority, and to the extent applicable enforceable community rights within the European Union.

1.2.10 'Personnel' means the personnel (including employees, agents and contractors) used by or on behalf of the Supplier and/or Sub-Contractor for the purposes of supplying the Goods and/or Services.

1.2.11 'Purchase Order' or 'PO' means an order for the supply of Goods and/or Services placed by BP and which incorporates these General Conditions of Purchase.

1.2.12 'Sales Tax' means any transfer tax, gross receipts tax, compensating use tax, use taxes, sales tax, value added tax, goods and service tax, business tax, consumption tax or other transactional taxes (excluding taxes based on or measured by net income) that arise or are payable as a result of the provision of the Goods and/or Services supplied under the Contract.

1.2.13 'Sub-Contractor' shall mean any contractor to whom any part of the Contract has been sub-contracted by the Supplier or any Sub-Contractor.

1.2.14 'Supplier' means the person, firm or company named in the PO from whom BP purchases the Goods and/or Services.

1.2.15 'Supplier Affiliate' means any legal entity which directly or indirectly Controls, is Controlled by or under direct or indirect common Control with, the Supplier from time to time.

1.2.16 'Supplier Group' means the Supplier and any Supplier Affiliates.

1.2.17 'Withholding Tax' means any fee, tax change or deduction of whatever nature imposed by the fiscal authorities in the country of tax residence of BP on any sum payable by BP to the Supplier for the fees under the Contract.

## 2. AGREEMENT

BP agrees to purchase the Goods and/or Services from the Supplier and the Supplier agrees to supply the Goods and/or Services in accordance with terms and conditions set out in these General Conditions of Purchase and the PO (which together constitute the 'Contract'). In the event of any conflict between these General Conditions of Purchase and the PO, the latter shall prevail.

## 3. PURCHASE ORDER PRICE

In full consideration for the satisfactory provision of the Goods and/or Services, BP shall remunerate the Supplier in accordance with the PO and these General Conditions of Purchase. Additional charges may only be levied by way of a formal amendment to the PO.

## 4. INVOICING AND PAYMENT

4.1 The Supplier shall submit invoices, which must be supported by documentation sufficient to evidence the sums shown, to BP in accordance with the terms and conditions of this Contract.

4.2 If BP reasonably and in good faith disputes its obligation to pay part or all of an invoice submitted by Supplier under the Contract or an Order (the "Disputed Invoice"), then, upon BP's request, Supplier shall rescind the Disputed Invoice and resubmit a new invoice for the undisputed portion of the Disputed Invoice, which BP shall pay as required herein. Upon settlement by the Parties of any dispute related to a Disputed Invoice, Supplier shall submit an invoice to BP for the balance of any additional Charges agreed as due and BP shall make the appropriate payment as required herein. BP's failure to pay the Disputed Invoice will be deemed not to be a breach of the Contract or Order and Supplier shall continue to perform its obligations under the Contract or Order notwithstanding any dispute related to invoices.

4.3 Subject to BPs' approval, payment will be effected in the currency stated in the PO, within sixty (60) days from the date of receipt of a valid invoice. Payment is deemed to have been made when the order of payment is received by the Supplier's bank.

4.4 If BP fails to make payment to the Supplier of a valid and undisputed invoice within the period specified herein, the Supplier shall be entitled to claim interest on the amount outstanding at the rate of two (2) per cent per annum above the base rate from time to time of National Westminster Bank plc from the date payment was due until the date paid by BP.

## 5. TAX RESPONSIBILITIES

5.1 The Supplier shall pay, and shall procure that its Sub-Contractors shall pay all taxes properly and lawfully assessed or imposed on the Supplier or its Sub-Contractors by any competent tax authority in connection with the performance of the Contract.

5.2 On request, the Supplier shall supply and shall procure any Sub-Contractor to supply to BP such information as BP may reasonably require to comply with any tax Laws (including but not limited to, any claim for any allowances or reliefs or to contest an assignment on or liability for tax).

5.3 The Supplier shall indemnify BP and hold BP harmless from and against any loss, liability, damage or claim including but not limited to legal costs incurred by BP or a BP Affiliate as a result of breach by the Supplier or any Sub-Contractor of any of the obligations under this clause 5 and all actions, proceedings, claims, damages, charges, costs and expenses whatsoever in relation thereto.

5.4 All charges for Goods and/or Services provided in accordance with this Contract are exclusive of any Regional, State and Local applicable Sales Tax.

5.5 BP shall where required by law deduct Withholding Tax on all amounts payable under the Contract and it shall forward the relevant withholding or deduction certificate or certificates as soon as reasonably practicable and in any event within 180 days of the withholding or deduction of the relevant tax to the Supplier.

## 6. WARRANTIES

6.1 The Supplier warrants, represents and undertakes to BP that:

6.1.1 all Goods and Services shall be provided:

6.1.1.2 in a safe, efficient and competent manner and in accordance with the reasonable instructions of BP or anyone authorised on behalf of BP;

6.1.1.3 in accordance with industry best practice, the specifications and all other standards or requirements notified to and/or agreed with the Supplier; and

6.1.2 the Goods and any Developed Work shall:  
6.1.2.1 be of satisfactory quality and free from defects in material, fabrication and workmanship;  
6.1.2.2 operate strictly in accordance with the specifications and all other requirements notified to and/or agreed with the Supplier;  
6.1.2.3 where applicable, have identical chemical and physical properties and levels of performance (except to the extent stated in or required by the specification) to the most recent production sample of the Goods that was tested and approved by BP prior to delivery of such Goods; and  
6.1.2.4 be suitable for any specific purpose (whether or not set out in the specifications or otherwise in the PO) for which the Supplier knew such Goods would be used by BP.

6.1.3 Goods and any Developed Work shall be vested by the Supplier in BP with full legal, beneficial and unencumbered title.

6.1.4 the Goods, Developed Work, and any other materials provided by the Supplier to BP or the BP Affiliates, and their possession, use, manufacture, packaging, sale and delivery by the Supplier and/or BP, and the agents and customers of BP, shall not infringe the intellectual property rights of any other person;

6.1.5 it has and shall at all times have all rights (including intellectual property rights), licences and governmental body approvals, permits or authorisations, in each case required to perform its obligations under the Contract; and

6.1.6 it will not do anything or say anything (or omit to do or say anything) which is harmful, detrimental or prejudicial to or which adversely affects the name, image, reputation or business of BP or any BP Affiliates, or any of their products or services.

## 7 INSPECTION AND TESTING

BP may inspect the Goods and/or Services, or carry out any tests called for in the specification notified to and/or agreed with the Supplier, either during manufacture, before dispatch, at the point of delivery or at any other time.

## 8 DELIVERY AND OWNERSHIP

8.1 The Supplier shall take all necessary precautions to ensure that the Goods or materials are packaged in a safe and sufficient manner and in accordance with industry best practice. The Supplier shall deliver the Goods and/or Services and Developed Work at the time, in full quantity, and to the location specified in the PO or as otherwise notified by BP. A breach of this clause 8 shall be deemed to be a material breach of the Contract.

8.2 BP shall return Goods delivered in error or in excess quantity at the Supplier's expense. The Supplier shall, in respect of incorrect deliveries, arrange for prompt redelivery of Goods and/or Services specified in the PO at no additional cost to BP.

8.3 Risk in the Goods shall pass to BP upon their delivery into BP's possession. Without prejudice to BP's rights of rejection, title to and ownership of any Goods (and materials in the case of the supply of Services) shall pass to BP on delivery or if earlier when payment or part payment for such Goods or materials is made by BP.

## 9 TERMINATION

9.1 Without prejudice to any other rights and remedies of BP under the Contract or otherwise at law, BP may, without liability, terminate the Contract immediately by written notice if:-

9.1.1 there is a material breach by the Supplier of the Contract and (if capable of remedy) the Supplier has failed to remedy the breach within seven (7) days after being notified thereof;

9.1.2 the Supplier shall become insolvent, be declared bankrupt or go into liquidation, or shall pass a resolution for winding up (other than for the purposes of amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect, or shall have a receiving order made against it; or

9.1.3 the Supplier breaches any of its obligations, warranties, representations and undertakings under clauses 6.1.4 (IP Infringement Warranty), 6.1.6 (Reputation Warranty), 13 (HSSE Provisions), 15 (Code of Conduct), 14 (Anti-Bribery and Corruption), 17 (Compliance with Laws including Business and Human Rights and Compliance with International Trade Regulations) or 19 (Confidentiality and Digital Security) or, in BP's reasonable opinion, fails to meet the required standard of safety performance.

9.2 The Supplier shall not have the right to terminate or rescind the Contract or accept any repudiation of the Contract in any circumstances, except as set out in the Contract.

## 10 LIABILITY AND INDEMNITY

10.1 The Supplier shall indemnify BP from and against any and all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees suffered or incurred by BP or any BP Affiliate in relation to:

10.1.1 any damage to or loss of real or personal property of any third party and/or any of BP or any BP Affiliate; and/or

10.1.2 death, illness or personal injury to any third party;

in each case to the extent arising out of or in relation to any misrepresentation by the Supplier or any breach by the Supplier of the Contract or any negligent act or omission of the Supplier and of any Sub-Contractor and Personnel.

10.2 The Supplier shall indemnify BP from and against any and all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees suffered or incurred by BP or any BP Affiliate arising out of, or in any way connected with a breach by the Supplier of any of the provisions of clauses 6.1.4 and 6.1.5 (IP Warranties), 6.1.6 (Reputation Warranty), 13 (HSSE Requirements), 14 (Anti-Bribery and Corruption), 17 (Compliance With Laws including Business and Human Rights and Compliance with International Trade Regulations) or 19 (Confidentiality and Digital Security).

## 11 INTELLECTUAL PROPERTY

11.1 The Supplier hereby assigns with full title guarantee (by way of present assignment of present and future rights) all intellectual property rights in any Developed Work ("Project IPR") to BP. The Supplier shall obtain waivers of all moral rights (and any similar rights in other jurisdictions) in any of the Project IPR to which any individual is or may become entitled.

11.2 To the extent that any of the Goods and/or Services or Developed Work incorporate the Supplier's pre-existing rights or third party intellectual property rights, the Supplier hereby grants or shall procure the grant to BP of, a perpetual (continuing beyond the expiry or termination of the Contract), irrevocable, royalty-free, freely-transferable and sub-licensable (to any third party), non-exclusive licence to use such pre-existing rights or third party intellectual property rights in any way whatsoever to facilitate and/or enable the use of the Goods and/or Services or Developed Work.

## 12 INSURANCE

12.1 The Supplier shall effect and maintain during the term of the Contract and for a period of one (1) year thereafter with an insurance company rated by Standard & Poor's as 'A' rated (or an equivalent rating from another reputable ratings agency approved by BP) or from another reputable insurer approved by BP, insurance adequate to cover all its liabilities as specified in the Contract, and to fulfil any requirements of any governmental body or other appropriate bodies, at a minimum of US\$1,000,000 per claim.

12.2 In particular the Supplier shall, at no additional expense to BP, effect and maintain insurance covering but not limited to:

12.2.1 Supplier's and Sub-Contractor's property;

12.2.2 Employers' Liability;

12.2.3 Third Party/Legal Liability

12.2.4 Social Security for the Suppliers and its Sub-Contractor's Personnel

The Supplier must possess current documentation which shows that it and all its Personnel are registered and up to date with Tesorería General de la Seguridad Social payment obligations.

The Supplier shall be aware and recognise that it is responsible for ensuring that its Sub-Contractors hold and are covered by all of the above-mentioned insurances. The Supplier shall also be aware of the liability that may arise from a lack of such insurance coverage or from incomplete insurance coverage. Therefore, the Supplier shall obtain evidence of the above insurances from all of its Sub-Contractors and suppliers and from any company involved in the Contract through its agency. If applicable, it shall also obtain certificates of discharge from the Tesorería General de la Seguridad Social.

At any time BP may request copies of the documents to show that the Contractor and all Sub-Contractors possess such insurance and are up-to-date in premium payments.

12.2.5 Third-party insurance of motor vehicles

The Supplier shall be in possession of a liability insurance for motor vehicles he brings onto BP premises.

12.3 The Supplier shall, if so requested, provide evidence of all insurances required herein, including any renewals thereof, and shall provide certificates with respect to the policies carried, together with any other relevant information BP may reasonably require.

12.4 In so far as the Supplier's insurance does not protect Sub-Contractor(s), the Supplier shall, at no additional expense to BP, effect and maintain the required insurance or procure that its Sub-Contractor(s) has suitable insurance as required by the Contract.

The Supplier is to provide a supplementary employers' insurance that complements the above and that covers the possible differences between the legal provisions of the Tesorería General de la Seguridad Social and the benefits resulting from eventual legal action.

12.5 The Supplier shall obtain from its insurers a waiver of all rights of subrogation against BP endorsed upon all such policies.

### 13 HEALTH, SAFETY, SECURITY AND ENVIRONMENTAL PROVISIONS

13.1 The Supplier shall at all times perform its obligations under the Contract in a safe and responsible manner and shall observe and comply with the BP HSE Requirements, all applicable statutory obligations, industry standards and any other requirements notified by BP to the Supplier from time to time.

13.2 If the Supplier is required to provide Services at the site, the Supplier shall comply with the BP HSE Requirements applicable at the site. It is the responsibility of the Supplier to ensure that they have a copy of the up to date version of the BP HSE Requirements.

### 14 ANTI-BRIBERY AND CORRUPTION

14.1 For the purpose of this clause 14: (a) "Facilitation Payments" shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) BP is entitled to under the Laws of the relevant country; and (b) "Public Official" shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty per cent, and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing.

14.2 BP has a zero tolerance policy towards bribery and corruption, including as regards providers of goods and/or services to BP and Facilitation Payments/grease payments. The Supplier agrees that in connection with the Contract it and its related parties will comply with all applicable anti-bribery and corruption and anti-money laundering Laws and regulations, and will not offer, give or agree to give any person whatsoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the 'Anti-Corruption Obligation'). For the purpose of this clause the Supplier's 'Related Parties' means the other entities in the Supplier Group, Sub-Contractors, suppliers, agents, intermediaries, and its and their directors, officers and employees. The Supplier agrees to procure that each of its related parties comply with this clause 14.

14.3 The Supplier shall: (a) immediately report in writing to BP details of any breach of the Anti-Corruption Obligation; (b) ensure and monitor compliance with the Anti-Corruption Obligation; (c) make clear, in its dealings connected to BP, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation; and (d) permit BP to inspect, audit and make copies of any books and records of the Supplier relating to the Contract and the Supplier's compliance with the Anti-Corruption Obligation (including through the appointment of an independent and internationally respected auditor at BP's expense). The rights set out in this clause 14.3 will be exercised in accordance with all applicable competition Laws.

14.4 BP shall have the right to terminate the Contract or suspend the supply of any Goods and/or Services or payments with immediate effect if BP reasonably believes in good faith that the Supplier has breached in any material respect any of the requirements set out in this clause 14.

### 15 CODE OF CONDUCT

In connection with the Supplier's performance of the Contract, the Supplier agrees to act consistently with BP's Code of Conduct which is found at: <http://www.bp.com/codeofconduct> and to adhere to the principles relating to

human rights, and non-retaliation against "whistle blowers". Any failure to comply with this clause may be deemed by BP to be a material breach of the Contract.

### 16 SAFETY OF GOODS

To enable BP to comply with its obligations under applicable health and safety legislation, the Supplier shall provide BP with adequate information about any Goods supplied under the Contract, the use for which they are designed and tested and about any conditions necessary to ensure such Goods will be safe and without risk to health when properly handled, stored, transported and used. This information is to be supplied in writing, marked with BP's PO number and relevant item number(s) and addressed to BP as stated in the PO.

### 17 COMPLIANCE WITH LAWS INCLUDING BUSINESS AND HUMAN RIGHTS AND COMPLIANCE WITH INTERNATIONAL TRADE REGULATIONS AND REACH REGULATIONS

17.1 The Supplier shall observe and abide by, and shall procure that its Sub-Contractors and Personnel observe and abide by, all applicable Laws in relation to the Contract or relevant PO including any which may come into force during the period of the Contract or relevant PO.

17.2 **Business and Human Rights.** The Supplier confirms that it has carefully reviewed the *BP Business and Human Rights Policy* which is available at the [www.bp.com](http://www.bp.com) website. In connection with the Supplier's performance of the Contract and consistent with the policy, the Supplier shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

- not employing, engaging or otherwise using forced labour, trafficked labour or child labour; nor engaging in or condoning abusive or inhumane treatment of workers;
- providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and
- mitigating or avoiding adverse impacts to communities arising from the Supplier's activities to the extent practicable.

Failure to comply with this provision may constitute a material breach giving rise to termination pursuant to Clause 9 (Termination).

17.3 **Compliance with International Trade Regulations.** The Supplier shall and shall ensure that its Sub-Contractors comply, with all applicable export control, trade embargo and other foreign trade control Laws, rules and regulations, including but not limited to the European Dual-Use Export Control Regulation (EC) 428/2009, the United States Export Administration Regulations, the United States International Traffic in Arms Regulations and similar Laws of the territory applicable to the Contract and relevant PO (together "**Trade Restrictions**"), relating to the performance of its obligations hereunder. Failure by the Supplier and Sub-Contractors to comply with applicable Trade Restrictions shall constitute a material breach of the Contract. The Supplier shall indemnify and hold harmless BP against all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees, suffered or incurred by BP and any BP Affiliate relating to any failure by the Supplier to comply with Trade Restrictions.

17.4 Except as may be otherwise expressly stated in the Contract or agreed in writing by the Parties, the Supplier shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology goods or services to or for the benefit of BP. Upon reasonable request, BP shall provide the Supplier, at no cost to BP, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. BP assumes no responsibility or liability for the Supplier's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.

17.5 The Supplier represents and warrants that it, its Affiliates, and its directors, officers, key employees or agents are not subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control Laws and regulations.

### 17.6 Compliance with REACH Regulations

Supplier warrants and represents that it has fully registered all substances contained within the Goods which require registrations (to support identified uses as notified by BP) in accordance with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") (the "REACH Registration"). For the purposes of this Clause, registration of substances within Goods supplied as intermediates shall not be considered full registration unless otherwise agreed with BP.

Supplier warrants and represents that all supplies of the Goods during the Term will be compliant with REACH and Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures ("CLP").

Supplier will ensure that once registered, all substances contained within the Goods which require REACH Registration continue to have full registrations in accordance with the provisions of REACH.

Supplier will keep BP regularly informed of any changes in the REACH Registration details of any of the substances contained within the Goods.

If reasonably requested by BP for the purpose of legal compliance obligations (and subject to BP maintaining the information as confidential in line with clause 19 (Confidentiality) and to the extent that onward disclosure is not required to meet its legal compliance obligations) Supplier shall provide full details of the REACH Registration of any of the substances contained within the Goods.

Supplier will ensure that the Safety Data Sheet provided to BP accurately reflects the REACH Registration and complies with the Safety Data Sheet content requirements of REACH.

17.7 The provisions of this Clause 17. shall survive the expiration or termination of this Contract for any reason.

## **18 RECORDS AND AUDIT**

18.1 The Supplier shall, during the term of the Contract and for a minimum of two (2) years thereafter, maintain complete and adequate records of all operations under the Contract, all charges and all transactions related thereto, and as further required under the Contract, and shall at all times supply such data and information as will keep BP fully informed of the up to date progress of the supply of the Goods and/or Services and of all results currently obtained.

18.2 The Supplier shall maintain complete and accurate records and supporting documentation for, all amounts billable to and payments made by BP under the Contract, in accordance with generally accepted accounting principles applied on a consistent basis, and shall retain such records for each invoice for at least seven (7) years from the date such invoice was received by BP.

18.3 BP shall have the right to audit the relevant records and accounts of the Supplier or its Sub-Contractors in relation to reimbursable items paid for by BP under the Contract at any time until the expiry of two (2) years following the settlement of the final account. The Supplier shall give the auditors all reasonable assistance and ensure that it's Sub-Contractor(s) comply with such provisions.

## **19 CONFIDENTIALITY AND DIGITAL SECURITY**

19.1 Unless stated to the contrary by BP in writing, all information and materials (and copies and derivatives thereof) obtained or made by the Supplier in connection with the supply of Goods and/or Services to BP under the terms of the Contract, including but not limited to the Developed Work, shall be deemed to be confidential information of BP ("Confidential Information"). The Supplier shall ensure that Confidential Information is treated as confidential, not divulged to any third party and only used to fulfil the Supplier's obligations to BP under the Contract (and for no other purpose). Notwithstanding the foregoing, the Supplier is granted permission to share such Confidential Information with Sub-Contractor(s) and/or Personnel to the extent it needs to be shared to enable the Supplier to fulfil its obligations to BP under the Contract (and for no other purpose), provided such Sub-Contractor(s) and Personnel are bound by confidentiality obligations no less onerous than those set out in this Contract prior to receiving Confidential Information. The Supplier shall remain liable to BP for any breach by such Sub-Contractor(s) and Personnel of the confidentiality obligations imposed on them pursuant to the Contract.

19.2 Upon termination or expiry of the Contract, the rights granted under the Contract to use Confidential Information shall immediately cease and the Supplier shall procure the return of all Confidential Information whether held by the Supplier or its Sub-Contractors to BP or at BP's option procure the destruction of all such Confidential Information and confirm such return/destruction in writing to BP.

19.3 The obligations under this Clause shall continue until the relevant Confidential Information is in the public domain through no fault of the Supplier, Sub-Contractor(s) and/or Personnel.

19.4 The Supplier shall protect BP's data at all times and will implement relevant industry best practice information security protections and controls, including operating information security management practices, relevant technical controls and ensuring that Supplier Personnel adopt good information security behaviours. The Supplier agrees that it shall immediately notify BP of: (i) any actual, threatened and/or suspected unauthorised or unlawful access to, processing, destruction, damage or disclosure of BP's data; and/or (ii) any accidental loss of BP's data. If an incident referred to in this clause occurs, the

Supplier shall provide all necessary assistance as requested by BP with notifications that may be required under applicable law including but not limited to the requirements set out in the the General Data Protection Regulation 2016/679.

## **20 DATA PROTECTION**

20.1 In these General Conditions of Contract:

"Personal Data" means any information relating to an identified or identifiable natural person that is processed by Supplier as a result of, or in connection with, the provision of Goods and/or Services pursuant to the Contract and/or an Order;

"Data Controller" means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

"Data Processor" means the person which processes Personal Data on behalf of the Data Controller; and "processing" means any operation(s) performed upon Personal Data such as collection, recording, storage, adaptation, use, disclosure by transmission or otherwise making available.

20.2 Supplier acknowledges that BP is the Data Controller in respect of any Personal Data that Supplier processes on BP's behalf in the course of providing Goods and/or Services pursuant to this Contract and/or an Order and that Supplier is a Data Processor of such data.

20.3 The nature and purpose of the processing of Personal Data by Supplier where Supplier acts as a Data Processor is the supply and performance of Goods and/or Services pursuant to the Contract and/or an Order. The categories of data subjects whose Personal Data will be processed in the course of providing the Goods and/or Services, and the types of such Personal Data which will be processed, are as set out in the Contract.

20.4 The processing of Personal Data shall continue only for the duration of the Contract and/or relevant Order, save to the extent required by Applicable Law, or Authorities .

20.5 Supplier agrees that it shall (and shall procure that each of its Affiliates, Supplier Personnel and Subcontractors shall):

20.5.1 only carry out processing of Personal Data in accordance with BP's instructions;

20.5.2 not process or permit the processing of Personal Data outside the European Economic Area except: (i) where no European Personal Data is being processed under the Agreement; or (ii) with the prior written consent of the BP and, where such consent is granted, Supplier undertakes to enter into a suitable agreement with BP and/or any relevant parties and/or adopt any necessary measures in order to ensure an adequate level of protection with respect to the privacy rights of individuals;

"European Personal Data" in this sub-clause means Personal Data which comes within the scope of any of the laws and regulations of the European Union, the European Economic Area and their member states, and the United Kingdom applicable to the processing of Personal Data as amended from time to time;

20.5.3 ensure that Supplier Personnel engaged in the processing of Personal Data shall treat as strictly confidential any Personal Data, and are bound under an appropriate obligation of confidentiality;

20.5.4 at no additional cost, take such technical and organisational measures as may be appropriate to assist BP, insofar as this is possible, to comply with (i) the rights of individuals under applicable data protection laws, including subject access rights, the rights to rectify and erase Personal Data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data; and (ii) information or assessment notices served by any data protection authority;

20.5.5 at no additional cost, assist BP in complying with its obligation, where applicable, to undertake a data protection impact assessment; and

20.5.6 immediately inform BP if, in its opinion, an instruction as per Clause 20.5.1 above infringes the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) or other European Union or Member State data protection provisions, in accordance with Article 28(3) of the General Data Protection Regulation

## **21 ASSIGNMENT AND SUB-CONTRACTING**

21.1 The Supplier shall not assign or sub-contract or delegate all or any part of its rights, liabilities or obligations under the Contract without BP's prior written consent, and shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agent, servants or workmen as fully as if they were the acts, defaults or neglects of the Supplier itself. The Supplier shall not materially vary the scope and apportionment of work of any Sub-Contractor without the prior approval of BP.

21.2 BP may assign or sub-contract or delegate the Contract in whole or in part to a BP Affiliate without written consent.

## **22 WAIVER AND AMENDMENT**

No waiver or amendment by either party of any provision of the Contract shall be binding unless given in writing and signed by BP. Further, any waiver shall only be effective in the instance and for the purpose for which it is given.

## **23 SURVIVORSHIP**

Termination or expiry of the Contract shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination or expiry, nor shall it affect the coming into force or the continuance in force of any provision of the PO which is expressly or by implication intended to come into force or continue in force on or after termination or expiry, including but not limited to the following clauses:

Clause 5 - Tax Responsibilities

Clause 6 - Warranties

Clause 10 - Liability and Indemnity

Clause 11 - Intellectual Property

Clause 12 - Insurance

Clause 19 – Confidentiality and Digital Security

## **24 ENTIRE AGREEMENT**

24.1 Subject to Clause 24.2 below, this Contract sets forth the entire agreement between BP and the Supplier with respect to the Goods and/or Services and supersedes all previous communications, representations or agreements, either written or oral, between the parties with respect to the subject matter hereof. No conditions or terms contained in any quotations, offers, acknowledgements, letters, advice notes, delivery notes, invoices or other communications of the Supplier shall annul or vary any of the terms and conditions of this Contract.

24.2 If BP and the Supplier have executed a separate valid and binding written agreement for the provision of Goods and/or Services (including, but not limited to, a sample testing agreement or a research agreement) then, if and to the extent there is any conflict between this Contract and the provisions of such binding written agreement, the binding written agreement provisions shall prevail.

## **25 APPLICABLE LAW**

The Contract shall be governed and interpreted for all rightful purposes under Spanish Law.