



1 GENERAL PROVISIONS

These general terms and conditions may form part of and be included in a frame agreement or used by Company for a separate Purchase Order detached from any frame agreement.

By accepting the applicable Purchase Order, and/or by performing any obligations thereunder, and/or if the Purchase Order is issued under a frame agreement, the Contractor agrees to comply fully with these General Terms and Conditions for the delivery of Work as set forth in this document. Acceptance of the applicable Purchase Order expressly implies that the Contractor has acknowledged that the terms and conditions of the Purchase Order and these General Terms and Conditions shall prevail over any other terms and conditions referred to or enclosed by the Contractor. Acceptance by the Company of the delivery of Work under the applicable Purchase Order shall not constitute agreement to any other terms and conditions referred to or enclosed by the Contractor.

2 DEFINITIONS

“Affiliate” means with respect to a Party, any legal entity that directly or indirectly controls, is controlled by, or is under common control with that Party.

“Company” means Wintershall Dea México S. de R.L. de C.V.

“Contractor” means the supplier of Work under the Purchase Order.

“Control” means ownership of more than 50 % of the voting power of an entity. The provisions laid down in the Securities Exchange Law (*Ley del Mercado de Valores*) shall be valid to construe the existence of Control over an entity or company.

“Day” means a consecutive calendar day unless otherwise stated.

“Parties” means the Company and the Contractor collectively.

“Party” in singular form means either the Company or the Contractor as the case may be.

“Price” means the amount to be paid to the Contractor for the Work performed in accordance with the Purchase Order.

“Purchase Order” means an order from Company to Contractor for delivery of Work in accordance with these terms and conditions.

“Work” means all services, goods, equipment, material, documentation and/or other items to be delivered to the Company by the Contractor in accordance with the Purchase Order.

3 PURCHASE ORDER CONFIRMATION

The Contractor shall confirm the Purchase Order immediately, and not later than five (5) days after receipt of the Purchase Order. The Company may revoke its Purchase Order at any time prior to receipt of Contractor's written confirmation. The Purchase Order shall state the Price, Work and the time and place of delivery.

4 DELIVERY

4.1 General

All Work shall be delivered in accordance with these Terms and Conditions and as described in the Purchase Order. Contractor shall perform the Work as required under the Purchase Order, offering the best quality conditions and complying with the applicable Mexican Official Standards (*Normas Oficiales Mexicanas*).

4.2 Partial delivery

Contractor is not entitled to make partial delivery of Work unless otherwise specified in the Purchase Order.



4.3 Incoterms

Unless otherwise stated in the Purchase Order, the goods, equipment, material, documentation and/or other items to be delivered to the Company by the Contractor in accordance with the Purchase Order shall be delivered according to Incoterms 2010, DDP (Delivered Duty Paid).

4.4 Packing and Marking

All Goods shall be packed with standard packing materials from the Contractor and the Contractor's vendors for adequate protection. All packing and marking shall be made in accordance with the International Ship and Port Facility Security Code.

Proforma invoice or copy of original invoice and packing list shall follow the corresponding Work (especially for goods) during transportation.

All Work (especially for goods) shall be marked with the Company's Purchase Order number and delivery address.

4.5 Export controls

The Contractor shall comply with any export/re-export regulations in force in the Contractor's country or the country of origin.

The Contractor shall notify the Company if the Goods are subject to export restrictions and, at the request of the Company, give a written statement as to which export restrictions apply and whether a (re-) export license is required for the country of destination in question.

The Contractor shall indemnify the Company for any breach of export controls regulations in the Contractor's country or the country of origin caused by the Contractor's circumstances or by insufficient information from the Contractor. Any delay on delivering the Work caused by mistakes, errors, faults, negligence or any similar circumstance attributable to Contractor when managing export controls shall not be deemed as a force majeure event or justified delay.

5 DELAYED DELIVERY

5.1 Notification of delays

A delay has occurred if any part of the Work is not delivered or completed in accordance with the agreed schedule.

If the Contractor has reason to believe that any part of the delivery may be delayed, Contractor shall notify the Company promptly thereof. The Contractor shall, without undue delay, and no later than 5 days after such notification, inform the Company in writing about the cause of the delay, the estimated effect on the agreed time of delivery and proposed remedial actions to avoid or reduce the delay.

Contractor shall bear the costs and expenses arising from the delays and will make its best efforts to reduce the impact thereof.

5.2 Liquidated Damages

In the case of a delay that is not due to the Company, the Contractor shall, unless otherwise stated elsewhere in the Purchase Order including appendices thereto, pay liquidated damages of 2.5 % of the total Purchase Order price per day for the duration of the delay. However, this penalty shall not exceed 50% of the total Purchase Order value. Contractor agrees that the accrued amount of liquidated damages shall be directly withheld and discounted from the payment due under any Purchase Order accepted by Contractor.

5.3 Cancellation of order and compensation

If delayed delivery exceeds 20 Days, or if it becomes evident that delivery will be delayed by more than 20 Days, or the delay is caused by gross negligence or willful misconduct by the Contractor,



the Company shall have – in addition to its rights set out in Section 5.2 the option to i) cancel the order or part of the order without compensation to Contractor; and ii) claim compensation for all direct and indirect costs and losses arising from any delayed Work.

6 WARRANTIES, DEFECTS NOTICE OF DEFECTS AND REMEDIES

6.1 Warranty

The Contractor warrants that the delivered Work is free from faults and defects of any kind and complies with the requirements and quality described in the Purchase Order or other agreed specifications, drawings, etc., including any applicable Mexican Official Standard (*Norma Oficial Mexicana*).

Contractor is responsible for all Work delivered by and deliveries of any of its subcontractors as if it was made by Contractor.

6.2 Warranty Period

The warranty period is minimum 24 months from delivery. In particular, for repaired or replaced Work, the warranty period shall be extended by another minimum 24 months from the completion of the repair or replacement.

6.3 Remedies

a) Repair or redelivery

If a defect occurs during the warranty period, the Company shall without undue delay notify the Contractor thereof, and the Contractor shall, at his own costs, without undue delay repair, re-perform or replace the defective Work.

b) Compensation of costs for failed correction

If the Contractor fails to remedy a defect as set forth above, the Company is entitled to carry out by itself or by third parties all work which is considered necessary for remedy of the defect, at Contractor's cost. The Contractor shall be promptly notified by the Company if third parties are engaged to remedy the defects.

The Company shall be entitled to withhold as much compensation in respect of the Work as justified to compensate for the effect of the defect. The Contractor also agrees that compensation can be made against different Purchase Orders.

c) Price reduction or termination

If defects are not fully remedied within reasonable time, the Company is entitled to a proportionate reduction in the price payable by the Company, or to terminate the Purchase Order.

d) Compensation

The Company can claim compensation for all direct and indirect costs and losses arising from any delivery of defective Work. Such compensation shall not exceed the total Purchase Order value.

7 INVOICING AND PAYMENT

The invoice shall include the Purchase Order number and name of person issuing the Purchase Order. Such invoice shall be submitted to Company within three (3) months after completion of the relevant delivery. If Contractor fails to do so, Company shall not be obligated to pay the invoice. All item lines in the Purchase Order shall be clearly identified. The Company reserves the right to return invoices which do not meet these requirements to the Contractor.

The Company shall pay the invoice within 30 days receiving a correct invoice.



In no case shall upfront payments made by the Company, if any, be deemed as non-refundable by Contractor, irrespective of the variations to Purchase Orders, as set forth Section 8 below.

Notwithstanding any currency used or referenced in prices lists or Purchase Orders, the payment of any Work shall be made in Mexican Pesos at the exchange rate published in the Federal Register (*Diario Oficial de la Federación*) by the *Banco de Mexico* on the day before the payment date, pursuant to the Monetary Law of the United Mexican States (*Ley Monetaria de los Estados Unidos Mexicanos*) and the applicable regulations set out by the Banco de Mexico.

8 CHANGES TO THE PURCHASE ORDER

The Company is entitled to order variations to the Purchase Order, and the Contractor shall implement such variations without undue delay, even if the effects of the variation order on costs and delivery schedule have not been agreed.

Such variations may include increase or reduction of the scope of supply, provided that such variations are within what the Parties could reasonably expect when entering into the Purchase Order.

All of the Contractor's obligations under the Purchase Order and these General Terms and Conditions shall apply to any variation orders. The variations shall be formalized by a written revision to the Purchase Order. The price of the variation shall reflect the price level of the original Purchase Order.

9 FORCE MAJEURE

Neither of the Parties shall be considered in breach of an obligation under the Purchase Order to the extent the Party can establish that fulfilment of the obligation has been prevented by Force Majeure.

The term Force Majeure shall for the purpose of a Purchase Order mean an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen, prevented and overcome such occurrence.

The Contractor undertakes (i) to keep itself informed as to any applicable laws, rules, regulations and other legally binding measures, including changes thereto and any and all governmental authorities' recommendations, instructions and decrees, relating to Covid-19 or any other pandemic ("Pandemic Response Measures"); (ii) to consider the Pandemic Response Measures when planning, coordinating and providing services and/or deliveries under this Purchase Order and (iii) to refrain from claiming a Force Majeure event, an equitable adjustment in schedule and price, any compensation, damages or losses with respect to any delay, or any change to the scope of work, resulting from or in connection with Pandemic Response Measures ("PRM Claim") and Contractor hereby waives any PRM Claim."

10 CONFIDENTIALITY

Contractor shall keep confidential all information related to a Purchase Order and all information received from Company and all information arising out of the Purchase Order.

Information, drawings and documents which Contractor received from Company may not be used for any other purpose than for the performance of the Work. Such information received by Contractor may not without the prior written consent of the Company, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

11 PATENT AND INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

All information submitted in relation to the applicable Purchase Order shall remain the property of the submitting Party.

The delivery and payment of Work includes all patent and license fees and similar arising in connection with the Contractor's work and supplies.



The Contractor warrants that no part of the Work or the use of any part of the Work conflict with any patent rights or other intellectual property rights belonging to third parties. The Contractor shall indemnify the Company from any claim by third parties for infringement of said rights.

12 LIABILITY AND INDEMNITY

The Contractor shall hold the Company and its Affiliates harmless from all damages and liabilities that arise in relation to the Contractor's delivery of Work.

The Contractor is solely liable for all losses, expenses and claims for death of or injury to personnel of the Contractor, its Affiliates and its subcontractors, and for damage to or loss of property owned and controlled by the Contractor, its Affiliates and its subcontractors of any tier, arising out of or in any way connected with the performance of the Purchase Order, howsoever caused. The Contractor shall indemnify and hold the Company and its Affiliates harmless from and against such losses, expenses and claims including legal fees.

Under no circumstances, whether by reason of breach of the contract or by reason of any negligence of the Company and/or its Affiliates or the Contractor, its Affiliates and/or its subcontractors of any tier, shall the Company and/or its Affiliates be liable for indirect loss and consequential loss suffered by the Contractor, its Affiliates and/or its subcontractors including loss of profit, loss of use, loss of production and loss of contracts.

13 COMPLIANCE

The Company explicitly refers to the "WintershallDea Supplier Code of Conduct" that can be read in English, Spanish, Norwegian, Dutch, Russian, Portuguese and Arabic language on the Company's internet site at <https://wintershalldea.com/en/procurement>. The Company expects the Contractor to adhere to the standards described in the Wintershall Dea Supplier Code of Conduct. Furthermore, the Company calls upon the Contractor to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Company shall have the right to check adherence to the Wintershall Dea Supplier Code of Conduct, either itself or through third parties that it commissions, with prior notice.

The Contractor represents and warrants that he and any person acting for the Contractor or on his behalf, in all actions and matters related to the performance of the obligations according to this agreement, have complied and do comply with all applicable laws, in particular all applicable anti-corruption laws and regulations (including, but not limited to, the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act and the Mexican Law of Administrative Liabilities (*Ley General de Responsabilidades Administrativas*)). The Contractor also represents and warrants that he promptly reports to the Company's Chief Compliance Officer any promise or offer of, and any request or demand for any financial or other advantage for or from the Contractor in connection with the performance of this agreement, if the promise or offer, request or demand, or the giving or receiving of the advantage would violate any anti-corruption laws or regulations.

A breach of this Section 13 entitles the Company to withdraw from the contract and terminate any Purchase Order without liabilities with immediate effect and to claim damages resulting from the breach. In addition, the Contractor shall indemnify, defend and hold the Company, its employees, directors and officers harmless from any and all liabilities, costs, and damages resulting from a breach of this Section 13.

14 GOVERNING LAW AND DISPUTES

This Purchase Order shall be governed by and construed in accordance with the federal laws of the Mexican United States.

All disputes arising out of or in connection with the Purchase Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Proceedings shall be held in English. Place of arbitration shall be Mexico City.



15 AUDITS AND REQUESTS OF INFORMATION

The Contractor shall disclose and deliver any information required by the Mexican authorities in connection with the Purchase Order and/or the Work performed, included among others, the Ministry of Finance and Public Credit (*Secretaría de Hacienda y Crédito Público*), the Internal Revenue Service (*Servicio de Administración Tributaria*), the Ministry of Energy (*Secretaría de Energía*), the Ministry of Economy (*Secretaría de Economía*), the National Hydrocarbons Commission (*Comisión Nacional de Hidrocarburos*) and the Mexican Petroleum Fund for Development and Stability (*Fondo Mexicano del Petróleo para la Estabilización y el Desarrollo*).

Additionally, Contractor shall comply with the provisions governing national content and delivery to the Company and/or the applicable government authority, as the case may be, any information and report required under the Law of Hydrocarbons and the applicable administrative provisions (including those set out by the Ministry of Economy) derived therefrom.

Contractor hereby accepts these terms and conditions:

Name: _____

Position: _____

Date : _____

[Company Name] _____