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## Terms of Use of the “BASF App” Mobile Application from BASF SE

### 1. General Information

These Terms of Use govern the granting of rights of use to the “BASF App” mobile application (“**BASF App**”) developed by BASF SE, 67056 Ludwigshafen, Germany (“**BASF**”) and provided via the Apple App Store / Google Play Store. These Terms of Use are consequently a component of all contracts and agreements regarding the use of the BASF App offered by BASF via the Apple App Store / Google Play Store between BASF and a user who wishes to download and use the BASF App on a suitable terminal device (“**User**”) except where otherwise agreed in an individual agreement.

### 2. License to Use the BASF App

#### 2.1 General Provisions

Use of the BASF App, which the User wishes to download via the Apple App Store / Google Play Store, requires prior consent to these Terms of Use by the User. The User is aware that in addition to these Terms of Use of BASF, it may be necessary to comply with further terms of use of the Apple App Store / Google Play Store operator, which take precedence over these Terms of Use, and that BASF has no influence on such further terms of use and consequently assumes no responsibility therefor.

Downloading the BASF App requires suitable terminal devices and Internet access, through which costs for the connection to the Apple App Store / Google Play Store may be incurred.

#### 2.2 Maintenance and Support for the BASF App

BASF is not obligated to update and/or upgrade the BASF App and/or to offer regular updates and/or upgrades. If, however, BASF provides downloadable updates and/or upgrades for the BASF App, the User is obligated to install these in order to receive information that is as up-to-date as possible. Otherwise, BASF cannot warrant that the BASF App will function properly, or that the information provided reflects the current status. Should the User not install an update and/or upgrades that is provided but continue to use the old version of the BASF App nonetheless, the User thereby waives any claims regarding defects and claims for payment of damages to which he or she may be entitled.

#### 2.3 Intellectual Property; Trademarks

The BASF App, graphics, video clips, diagrams, photos and illustrations, user interfaces, audio clips, and editorial content contain protected content and materials of BASF or third parties. All rights thereto are held by BASF or third parties. This applies even if the User modifies the BASF App or combines it with the User's own programs or those of a third party. If and insofar as content of the BASF App contains intellectual property of third parties, it is warranted that BASF has properly obtained such intellectual property from third parties and is authorized to use it and license it to further parties within the scope of the BASF App. The User is not authorized to use any such protected content or materials in any manner whatsoever except within the scope of the use of the BASF App as intended in accordance with these Terms of Use.

The “BASF” word mark, the BASF logo and other trademarks used in connection with the BASF App are trademarks used or registered by BASF. Other trademarks used in connection with the BASF App may be the trademarks of other rights holders. In this regard, BASF reserves all rights in and to the BASF App that have not been expressly granted to the User under these Terms of Use. The User is consequently granted no rights and no licenses with regard to the aforementioned trademarks and their use within the scope of the BASF App.

### 2.4 Third-Party Websites; Disclaimer

Hyperlinks to third-party websites may be contained within the scope of the BASF App. BASF does not endorse either these third-party websites or their content. In all cases, the respective provider or operator of the sites in question is responsible for the content of the sites linked to. The sites linked to were reviewed for possible legal violations at the time of placement of the link. Unlawful content was not ascertainable at the time of placement of the link. Ongoing monitoring of the content of the sites linked to is, however, not reasonable without concrete reason to suspect a legal violation. BASF will remove such links immediately if it becomes aware of any legal violations. Furthermore, BASF is not responsible for the availability of these websites or their content. The use of hyperlinks to these websites is at the User's own risk. In this context, BASF is not liable for damage or losses occurring through or as a result of the use of third-party websites. The use of links to outside websites is therefore at the User's own risk.

### 2.5 Rights of Use

**a. Scope of License** Subject to acknowledgement of and compliance with these Terms of Use by the User, BASF hereby grants the User a free, non-exclusive, non-transferrable right of use of the BASF App, unlimited in term (“**License**”) to use the BASF App as intended and within the scope necessary for such purpose on one suitable terminal device.

Beyond the scope provided in sections 69c et seq. of the German Copyright Act (UrhG), the User is not permitted to copy, decompile, reverse-engineer, or disassemble the BASF App, any updates and/or upgrades to the BASF App, or any portions thereof, or to attempt to obtain the source code of the BASF App, modify the BASF App, or create derivative works based on the BASF App.

Unless otherwise provided in these Terms of Use, the User is not permitted to sell or distribute the BASF App or to make the BASF App available via a network through which the BASF App can be used by multiple devices simultaneously. The User is not permitted to rent or lease, lend, sell, transfer, resell or redistribute, or sublicense the BASF App. If the User sells the terminal device on which he or she has downloaded the BASF App to a third party, the User must deinstall the BASF App from the suitable device prior to sale.

The provisions of these Terms of Use also apply to all updates and/or upgrades that are made available by BASF and replace or supplement the original BASF App, unless such an update and/or upgrade is subject to separate terms of use. In this case, the update and/or upgrade is subject to the provisions of such separate terms of use.

**b. Export Control** The User is not permitted to use the BASF App or otherwise export it or re-export it except as permitted by the laws of the USA and those of the country in which the BASF App was acquired. In particular, the BASF App is not permitted to be exported or re-exported to (a) countries embargoed by the USA or (b) persons who are listed on the list of “Specially Designated Nationals” of the U.S. Treasury Department or the “Denied Persons” or “Denied Entity” list of the U.S. Department of Commerce. By using the BASF App, the User affirms that he or she is not located in any of these countries and is not listed on any of these lists. The User shall not use the BASF App for purposes that are prohibited under the laws of the USA, particularly not to develop, design, manufacture or produce nuclear weapons, missiles, or chemical or biological weapons.

## 2.6 Data Protection

Since data protection is a high priority at BASF, BASF complies stringently with the applicable provisions, in particular with the General Data Protection Regulation, when collecting, using, and processing personal data. If and to the extent not informing otherwise about the specific processing of personal data by BASF as controller, such information is provided on [basf.com/data-protection-eu](http://basf.com/data-protection-eu).

## 2.7 Safety Systems

It is pointed out to the User that the BASF App may contain a safety system that protects the digital information and limits the use of the BASF App according to certain usage standards that have been established by BASF ("Safety systems"). Each Safety system is an inseparable part of the BASF App. The User is obliged not to (i) violate (ii) to bypass (iii) to reverse engineer (iv) to decompile (v) disassemble (vi) or in any other manner to carry out unauthorized changes to the Safety systems or elements thereof or to help others in such actions.

## 2.8 Termination; Discontinuation of Rights of Use

This License remains in effect until termination by the User or by BASF. Both, user and BASF may terminate this License any time. The User may terminate this License with BASF at any time without cause by deactivating / deleting the BASF App from the terminal device and discontinue the usage of the services.

## 2.9 Industrial Property Rights of Third Parties

BASF warrants that the BASF App is free of third-party rights that restrict or preclude use thereof in accordance with these Terms of Use. If the use thereof as agreed is adversely affected by industrial property rights of third parties, BASF has the right to either modify the BASF App such that the adverse effect no longer applies or to obtain authorization for the BASF App to be used in accordance with the Terms of Use, without limitation and without additional costs to the User.

BASF's warranty obligation with regard to third-party industrial property rights is limited in any event to the BASF App and does not extend to third-party software that is necessary for the functionality of the BASF App.

In all cases, the User is obligated to notify BASF in writing without delay if any claims regarding infringement of third-party industrial property rights are asserted vis-à-vis the User.

## 2.10 Warranty

The User shall have no warranty claims regarding defects in the BASF App unless BASF has concealed the defects through deceit.

## 2.11 Limitation of Liability

BASF provides the BASF App with appropriate care, and merely on an "as is" basis. BASF makes no representations or warranties with regard to the BASF App. The User is, in particular, responsible for making his or her own backups of his or her system, including the BASF App. BASF is liable for damage or losses occurring through or as a result of the use of the BASF App only in cases of intent and gross negligence.

## 2.12 Limitation of Claims

Any and all warranty claims, claims for damages, and claims to compensation for expenditures by the User shall become time-barred after one (1) year from installation of the BASF App. This limitation period does not apply if BASF has concealed a defect through deceit or is subject to compulsory liability on other legal grounds.

## 2.13 Changes to the BASF App

BASF reserves its right to change or modify the functionalities included in the BASF App or to offer deviating functionalities, unless this is unreasonable for the User (e.g. in case the User has acquired certain functionalities against charge).

Furthermore, BASF reserves its right to change or modify the functionalities or to offer deviating functionalities in case

- (a) BASF is obliged to make the offered functionalities compliant with applicable law, especially in case the legal situation changes;
- (b) BASF is obliged to comply with a court decision or a decision of legal authorities;
- (c) the modification or change is necessary in order to close security gaps
- (d) the modification or change is solely advantageous for the User;
- (e) the modification or change is purely technical or procedural in nature without substantial impact to the User.

Changes and modifications with only minor impact to the functions of the BASF App shall not be deemed to be considered changes to the BASF App in the meaning of this section. This applies in particular with regard to changes of pure graphical nature and the mere change of arrangement of functions.

## 2.14 Amendments and Changes to these Terms of Use

BASF reserves the right to amend these Terms of Use with regard to problems of equivalence or gaps / loopholes in the provisions hereof at any time and to subject the User's use of the BASF App to new or further terms of use. However, the aforementioned amendments will expressly not be referring to the content of the services performed by BASF through the BASF App. Such amendments as well as the reasons for such amendments will be communicated to the User and will take effect without delay as soon as they have been accepted and are then integrated into these Terms of Use. If and to the extent the User does not expressly disagree to such amendments within ten (10) calendar days as of the respective information the approval and consent of the User to these amendments will be deemed granted.

In the event that the User does not accept the amendments, BASF is permitted to terminate these Terms of Use with the User. Should the User not expressly accept the amendments, but continue to use the BASF App nonetheless, this is deemed to constitute tacit acknowledgement of the amendments as well.

## 3. Specific product information, further terms of use for BASF Order App from BASF Construction Chemicals

### 3.1 Right to Access and Use

In the event the User leaves BASF or its affiliated companies and/or changes his/her work assignment, the right to access and use of this User automatically expires.

### 3.2 Mobile Sales

By sending a mobile order, the User submits a binding offer to enter into a sales contract. BASF or the respective vendor will confirm that it has received such mobile order without undue delay. Should BASF or the respective vendor decide to accept the mobile order, User will receive an order acknowledgement.

### 3.1 Loss and Offline-Mode

**Loss:** If the device gets lost on which the App is installed, the User solely bears the potential misconduct of the App by third parties. BASF shall not be liable for any damages caused hereby. The User will immediately inform BASF about the devices' loss and will offer all information necessary to identify User's account.

**Offline-Mode:** After first login being online, the offline function allows Users to log in the BASF App when offline. Logged in in offline mode the user is able to go through all steps of the order process and finally create an offline pending order. Pending orders will be collected in a queue and the User is informed in a regular sequence by notifications on the mobile device about orders which has not been sent out yet. Offline orders



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are sent out when the mobile device is in online mode and the BASF App is opened again by the User for at least some seconds. Offline orders stored locally in the queue will be deleted irretrievably when the BASF App is removed from the device.

#### **4. Miscellaneous**

These Terms of Use constitute the entire agreement between the User and BASF. These Terms of Use supersede any prior agreements between the User and BASF.

Should individual provisions of these Terms of Use be or become null and void or invalid in whole or in part, the validity of the remaining provisions shall be unaffected thereby. To replace terms of use that are invalid or fill the gap left by terms of use that are not included, BASF and the User shall, in the place of the null and void or invalid provision, agree upon a valid provision that most closely approximates the original provision from an economic standpoint unless supplementary contractual interpretation takes precedence or is possible.

Failure by BASF to assert a right or provisions of this Agreement does not constitute a waiver of such right or provision. BASF is not responsible for non-fulfillment of obligations for reasons not imputable to BASF.

These Terms of Use and the use of the BASF app are subject to German law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("**CISG**") and the German conflict-of-laws rules.