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PROC-SD039.01

Rijswijk,
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Subject: REACH/ADR/IMDG

Dear Supplier,

Earlier this year (January 9th) you have been informed about additional requirements concerning compliancy with REACH on all Wintershall Noordzee B.V. (hereafter called "Company") Purchase Orders/Agreements for or including chemical/dangerous goods.

After feedback received from several Suppliers (hereafter called "Contractor"), consultancies with our internal partners (HSE and Logistics), we have determined that our initial approach has not completely covered the requirements from the laws and regulations related to REACH, ADR/IMDG.

Therefor we have decided to update our highlighted paragraph on all Purchase Orders/Agreements to the below text (*Added text in Italic*);

Shipping, Packaging

"Contractor" shall package, label and ship hazardous products according to the applicable national and international laws and regulations.

IMDG/ADR

"Contractor" shall comply with IMDG and ADR regulations.

Compliance, REACH

"Contractor" complies with all obligations for suppliers (pursuant to Article 3 (32) Regulation (EC) No. 1907/2006/EC (hereinafter "REACH")) under REACH with respect to the delivery of Goods.

"Contractor" guarantees that all materials contained in the Goods have effectively been pre-registered, registered (or exempt from the obligation to register) and – if relevant – authorized in accordance with the applicable requirements of REACH for the uses disclosed by "Company". If the Goods classified as an article according to Article 7 REACH the preceding sentence shall also apply to substances released from such Goods. Moreover "Contractor" shall forthwith notify "Company" if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Article 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

"Contractor" shall be liable for and hereby indemnifies, saves, releases, defends and holds "Company" and its Affiliates harmless from and against any and all fines and damages asserted by such competent authorities in relation to REACH non-compliance of the Product(s) and any direct damages incurred by "Company" caused thereof.



If, due to any reason, the obligations of "Contractor" deriving from the REACH Regulations in relation to its manufacture of Product(s) are not fulfilled as set out in the REACH Regulation, "Company" shall be entitled to refuse the acceptance of the Product.

Safety Data Sheet

"Contractor" shall in particular provide "Company" with a safety data sheet (SDS) according to Article 31 REACH, compiled in accordance with Annex II of REACH, in the Dutch and English language in all cases stipulated in Article 31 (1) to (3) REACH. "Contractor" updates these without delay whenever the information in it is subject to change or when a new Product is supplied. The SDS is sent before or on the delivery date of the Product to reachcompliance@wintershall.com.

Your cooperation in this important matter is required and any questions you might have related to this topic can be forwarded by email/letter to:

Ted van de Kamp (ted.van-de-kamp@wintershall.com)

Sincerely,

Wintershall Noordzee B.V.



R.J. Laarhoven

Procurement Manager



O. Spinder

HSE & Permitting Manager