

This document constitutes two base prospectuses for the purposes of Art. 8(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017 (as amended, the "**Prospectus Regulation**"): (i) the base prospectus of BASF SE in respect of non-equity securities within the meaning of Art. 2(c) of the Prospectus Regulation, ("**Non-Equity Securities**") and (ii) the base prospectus of BASF Finance Europe N.V. in respect of Non-Equity Securities (together, the "**Debt Issuance Program Prospectus**" or the "**Prospectus**").



BASF SE

(Ludwigshafen am Rhein, Federal Republic of Germany)

as Issuer and, in respect of Notes issued by
BASF Finance Europe N.V., as Guarantor

BASF Finance Europe N.V.

(Arnhem, The Netherlands)

as Issuer

EUR 20,000,000,000

Debt Issuance Program

(the "**Program**")

The payments of all amounts due in respect of Notes issued by BASF Finance Europe N.V. will be unconditionally and irrevocably guaranteed by BASF SE.

This Prospectus has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**Commission**") as competent authority under the Prospectus Regulation. The Commission only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of each issuer or of the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made to list Notes issued under the Program on the official list of the Luxembourg Stock Exchange and to trade Notes on the regulated market or on the professional segment of the regulated market "*Bourse de Luxembourg*". The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Directive on markets in financial instruments 2014/65/EU, as amended, (the "**Regulated Market**"). Notes issued under the Program may also not be listed at all.

Each Issuer has requested the Commission in its capacity as competent authority under the Prospectus Regulation and the Luxembourg act relating to prospectuses for securities dated July 16, 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en œuvre du règlement (UE) 2017/1129* - the "**Luxembourg Law**") to provide the competent authorities in the Federal Republic of Germany ("**Germany**"), the Republic of Austria, the Republic of Ireland, The Netherlands and the United Kingdom of Great Britain and Northern Ireland with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Regulation ("**Notification**"). Each Issuer may request the Commission to provide competent authorities in additional Member States within the European Economic Area with a Notification. By approving a prospectus, the Commission shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of each issuer pursuant to Article 6(4) of the Luxembourg Law.

Arranger

Deutsche Bank

Dealers

Banco Bilbao Vizcaya Argentaria,
S.A.

BNP PARIBAS

Commerzbank

Deutsche Bank

HSBC

Landesbank Baden-Württemberg

Morgan Stanley

Santander Corporate & Investment
Banking

UBS Investment Bank

Barclays

BofA Securities
Crédit Agricole CIB

DZ BANK AG

ING

MUFG

NatWest Markets

SMBC Nikko

BayernLB

Citigroup

Credit Suisse

Goldman Sachs Bank Europe SE

J.P. Morgan

Mizuho Securities

RBC Capital Markets

Société Générale
Corporate & Investment Banking

UniCredit Bank

This Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of BASF Group (www.basf.com). This Prospectus is valid for a period of twelve months after its approval. **The validity ends upon expiration of September 9, 2021. There is no obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies when the Prospectus is no longer valid.**

RESPONSIBILITY STATEMENT

BASF SE ("**BASF**" or the "**Guarantor**", together with its consolidated group companies, the "**BASF Group**") with its registered office in Ludwigshafen am Rhein, Germany and BASF Finance Europe N.V. ("**BASF Finance**") with its registered office in Arnhem, The Netherlands (herein each also called an "**Issuer**" and together the "**Issuers**") accept responsibility for the information given in this Prospectus and for the information which will be contained in the Final Terms (as defined herein).

Each Issuer hereby declares that to the best of its knowledge the information contained in this Prospectus for which it is responsible is, to the best of its knowledge, in accordance with the facts and that this Prospectus makes no omission likely to affect its import.

NOTICE

This Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference. Full information on the Issuers and any tranche of Notes is only available on the basis of the combination of the Prospectus and the relevant Final Terms (as defined herein).

Each Issuer has confirmed to the Dealers (as defined herein) that this Prospectus contains all information which is material to an investor for making an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers and the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer and all information which is material in the context of the Program and the issue and offering of the Notes thereunder; that the information contained herein with respect to the Issuers and the Notes is accurate and complete in all material respects and is not misleading; that any opinions and intentions expressed herein with respect to the Issuers and the Notes are honestly held and based on reasonable assumptions; that there are no other facts with respect to the Issuers or the Notes, the omission of which would make this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect; and that the Issuers have made all reasonable enquiries to ascertain all facts material for the purposes aforesaid.

Each Issuer and the Guarantor has undertaken with the Dealers (i) to supplement this Prospectus or publish a new Prospectus in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus in respect of Notes issued on the basis of this Prospectus which is capable of affecting the assessment of the Notes and which arises or is noted between the time when this Prospectus has been approved and the final closing of any tranche of Notes offered to the public or, as the case may be, when trading of any tranche of Notes on a regulated market begins, and (ii) to have such document approved by the Commission.

No person has been authorized to give any information which is not contained in or not consistent with this Prospectus or any other document entered into in relation to the Program or any information supplied by any Issuer or any other information in the public domain and, if given or made, such information must not be relied upon as having been authorized by the Issuers, the Dealers or any of them.

Neither the Arranger (as defined herein) nor any Dealer nor any other person mentioned in this Prospectus, excluding the Issuers, is responsible for the information contained in this Prospectus or any supplement hereto, or any Final Terms or any document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents. This Prospectus is valid for 12 months after its approval and this Prospectus and any supplement hereto as well as any Final Terms reflect the status as of their respective dates of issue. The delivery of this Prospectus or any Final Terms and the offering, sale or delivery of any Notes may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial situation of the Issuers since such date or that any other information supplied in connection with the Program is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and any Final Terms and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms come are required to inform themselves about and observe any such restrictions. For a description of the restrictions applicable in the United States of America, the European Economic Area in general, the United Kingdom and Japan see "*Selling Restrictions*". In particular, the Notes have not been and will not

be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are subject to tax law requirements of the United States of America; subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to U.S. persons.

The Final Terms in respect of any Notes may include a legend entitled "**MiFID II Product Governance**" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

If the Final Terms in respect of any Notes include a legend entitled "**PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS**", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

The language of the Prospectus is English. The German versions of the English language sets of Terms and Conditions and Guarantee are shown in the Prospectus for additional information. As to form and content, and all rights and obligations of the Holders (as defined herein) and the Issuer under the Notes to be issued, German is the controlling legally binding language if so specified in the relevant Final Terms. In respect of the Guarantee, the German language version is always controlling and legally binding as to form and content, and all rights and obligations of the Holders and the Guarantor thereunder.

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes issued under the Program is entitled to use the Prospectus as set out in "*Consent to the Use of the Prospectus*" below.

This Prospectus may only be used for the purpose for which it has been published.

This Prospectus and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

This Prospectus and any Final Terms do not constitute an offer or an invitation to subscribe for or purchase any Notes.

In connection with the issue of any Tranche of Notes under the Program, the Dealer or Dealers (if any) named as stabilizing manager(s) in the applicable Final Terms (or persons acting on behalf of a stabilizing manager) may over-allot Notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However, stabilization may not necessarily occur. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilization action or over-allotment must be conducted by the relevant stabilizing manager(s) (or person(s) acting on behalf of any stabilizing manager(s)) in accordance with all applicable laws and rules.

The information on any website included in the Prospectus, except for the website www.bourse.lu in the context of the documents incorporated by reference, do not form part of the Prospectus and have not been scrutinised or approved by the Commission.

Amounts payable under Floating Rate Notes are calculated by reference to (i) EURIBOR (Euro Interbank Offered Rate) which is provided by the European Money Markets Institute (EMMI) or (ii) LIBOR (London Interbank Offered Rate) which is provided by the ICE Benchmark Administration Limited (IBA). As at the date of this Prospectus, each of EMMI and IBA appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011).

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "*anticipate*", "*believe*", "*could*", "*estimate*", "*expect*", "*intend*", "*may*", "*plan*", "*predict*", "*project*", "*will*" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding BASF Group's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuers make to the best of their present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including BASF Group's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. BASF Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "*Risk Factors*", "*BASF SE as Issuer and Guarantor*" and "*BASF Finance Europe N.V. as Issuer*". These sections include more detailed descriptions of factors that might have an impact on BASF Group's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuers nor the Dealers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

TABLE OF CONTENTS

	Page
General Description of the Program	6
General	6
Issue Procedures	7
Risk Factors.....	9
Risk Factors regarding BASF SE and BASF Group	9
Risk Factors regarding BASF Finance Europe N.V.	15
Risk Factors regarding the Notes.....	16
Consent to the use of the Prospectus	23
BASF SE as Issuer and Guarantor	24
BASF Finance Europe N.V. as Issuer.....	62
Terms and Conditions of the Notes (English Language Version).....	65
OPTION I – Terms and Conditions that apply to Notes with fixed interest rates	65
OPTION II – Terms and Conditions that apply to Notes with floating interest rates	87
Terms and Conditions of the Notes (German Language Version).....	105
OPTION I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung.....	106
OPTION II – Anleihebedingungen für Schuldverschreibungen mit variabler Verzinsung.....	131
Guarantee (German Language Version).....	152
Guarantee (English Translation)	155
Form of Final Terms	158
Description of Rules Regarding Resolutions of Holders	173
Use of Proceeds	175
Taxation Warning	176
Selling Restrictions.....	177
General Information.....	180
Interest of Natural and Legal Persons involved in the Issue/Offer.....	180
Authorization.....	180
Listing and Admission to Trading	180
Clearing Systems	180
Documents Available.....	181
Documents Incorporated by Reference	182
Documents incorporated by Reference.....	182
Cross-reference list of Documents incorporated by Reference	182
Availability of Documents	184
Names and Addresses	186

GENERAL DESCRIPTION OF THE PROGRAM

I. General

Under this EUR 20,000,000,000 Debt Issuance Program, BASF and BASF Finance may from time to time issue notes (the "**Notes**") to one or more of the following Dealers: Banco Bilbao Vizcaya Argentaria, S.A., Banco Santander, S.A., Barclays Bank Ireland PLC, Bayerische Landesbank, BNP Paribas, BofA Securities Europe SA, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Crédit Agricole Corporate and Investment Bank, Credit Suisse Securities (Europe) Limited, Deutsche Bank Aktiengesellschaft, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Goldman Sachs Bank Europe SE, HSBC Bank plc, ING Bank N.V., J.P. Morgan Securities plc, Landesbank Baden-Württemberg, Mizuho International plc, Mizuho Securities Europe GmbH, Morgan Stanley & Co. International plc, MUFG Securities EMEA plc, MUFG Securities (Europe) N.V., NatWest Markets N.V., NatWest Markets Plc, RBC Europe Limited, SMBC Nikko Capital Markets Europe GmbH, SMBC Nikko Capital Markets Limited, Société Générale, UBS AG London Branch, UniCredit Bank AG and any additional Dealer appointed under the Program from time to time by the Issuer(s), which appointment may be for a specific issue or on an ongoing basis (together, the "**Dealers**").

Deutsche Bank Aktiengesellschaft acts as arranger in respect of the Program (the "**Arranger**").

The maximum aggregate principal amount of the Notes outstanding at any one time under the Program will not exceed EUR 20,000,000,000 (or its equivalent in any other currency). The Issuers may increase the amount of the Program in accordance with the terms of the Dealer Agreement (as defined herein) from time to time.

Notes issued by BASF Finance will have the benefit of a Guarantee (the "**Guarantee**") given by BASF. The Guarantee constitutes an irrevocable, unsecured and unsubordinated obligation of the Guarantor ranking *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor.

Notes may be issued on a continuing basis to one or more of the Dealers. Notes may be distributed by way of public offer or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each tranche ("**Tranche**") will be stated in the relevant final terms (the "**Final Terms**"). The Notes may be offered to qualified and non-qualified investors, including with the restrictions specified in the "**PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS**" legend set out on the cover page of the applicable Final Terms, if any.

Notes will be issued in Tranches, each Tranche in itself consisting of Notes, which are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects, but having different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series ("**Series**") of Notes. Further Notes may be issued as part of existing Series.

Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms save that the minimum denomination of the Notes will be, if in euro, EUR 1,000, and, if in any currency other than euro, an amount in such other currency at least to EUR 1,000 at the time of the issue of Notes. Subject to any applicable legal or regulatory restrictions, and requirements of relevant central banks, Notes may be issued in euro or any other currency.

Notes will be issued with a maturity of twelve months or more. The Notes will be freely transferable.

Notes may be issued at an issue price, which is at par or at a discount to, or premium over, par, as stated in the relevant Final Terms. The issue price for Notes to be issued will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the Dealers during the offer period. Orders will specify a minimum yield and may only be confirmed at or above such yield. The resulting yield will be used to determine an issue price, all to correspond to the yield.

The yield for Notes with fixed interest rates will be calculated by the use of the ICMA method, which determines the effective interest rate of notes taking into account accrued interest on a daily basis.

The Risk Factors included into this Prospectus are limited to risks which are (i) specific to the BASF and BASF Finance as Issuers and Guarantor, as the case may be, as well as the Notes, and (ii) are material for taking an informed investment decision. They are presented in a limited number of categories depending on their nature. In each category the most material risk factor is mentioned first.

Under this Prospectus a summary will only be drawn up in relation to an issue of Notes with a denomination of less than EUR 100,000. Such an issue-specific summary will be annexed to the applicable Final Terms.

Application has been made to the Commission, which is the Luxembourg competent authority for the purpose of the Prospectus Regulation for its approval of this Prospectus.

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Program to be admitted to trading on the Regulated Market or on the professional segment of the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. Notes may further be issued under the Program, which will not be listed on any stock exchange.

Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These systems will comprise those operated by Clearstream Banking AG, Frankfurt am Main, Clearstream Banking S.A., Luxembourg, Euroclear Bank SA/NV and CDS & Co., as nominee for CDS Clearing and Depository Services Inc. Notes denominated in euro or, as the case may be, such other currency recognized from time to time for the purposes of eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem are intended to be held in a manner, which would allow Eurosystem eligibility. Therefore, the Notes will be deposited initially upon issue with in the case of (i) a new global note either Clearstream Banking S.A., Luxembourg or Euroclear Bank SA/NV as common safekeeper or, (ii) a classical global note Clearstream Banking AG, Frankfurt am Main. It does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Deutsche Bank Luxembourg S.A. will act as Luxembourg Listing Agent and Deutsche Bank Aktiengesellschaft will act as fiscal agent and paying agent (the "**Fiscal Agent**").

II. Issue Procedures

General

The relevant Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the "**Conditions**"). The Conditions will be constituted by the relevant set of Terms and Conditions of the Notes set forth below (the "**Terms and Conditions**") as further specified by the Final Terms (the "**Final Terms**") as described below.

Options for sets of Terms and Conditions

A separate set of Terms and Conditions applies to each type of Notes, as set forth below. The Final Terms provide for the relevant Issuer to choose between the following Options:

- Option I – Terms and Conditions for Notes with fixed interest rates (and Option I A, Option I B, Option I C, Option I D, Option I E, Option I F, Option I G as well as Option I H as defined in "Documents incorporated by Reference"); and
- Option II – Terms and Conditions for Notes with floating interest rates.

With respect to each type of Notes, the respective Option I A, Option I B, Option I C, Option I D, Option I E, Option I F, Option I G and Option I H are incorporated by reference into this Prospectus for the purpose of a potential increase of Notes outstanding and originally issued prior to the date of this Prospectus.

Documentation of the Conditions

The relevant Issuer may document the Conditions of an individual issue of Notes in either of the following ways:

- The Final Terms shall be completed as set out therein. The Final Terms shall determine which of the Option I or Option II, including certain further options contained therein, respectively, shall be applicable to the individual issue of Notes by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in the Prospectus in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions alone shall constitute the Conditions, which will be attached to each global note representing the Notes of the relevant Tranche. This type of documentation of the Conditions will be required where the Notes are publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.

- Alternatively, the Final Terms shall determine which of Option I or Option II and of the respective further options contained in each of Option I and Option II are applicable to the individual issue by referring to the relevant provisions of the relevant set of Terms and Conditions as set out in the Prospectus only. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus attached.

Determination of Options / Completion of Placeholders

The Final Terms shall determine which of the Option I or Option II shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I or Option II contains also certain further options (characterized by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the text of the relevant set of Terms and Conditions as set out in the Prospectus) as well as placeholders (characterized by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

Determination of Options

The relevant Issuer will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the respective sections of the relevant set of Terms and Conditions as set out in the Prospectus. If the Final Terms do not refer to an alternative or optional provision or such alternative or optional provision is not replicated therein it shall be deemed to be deleted from the Conditions.

Completion of Placeholders

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In the case the provisions of the Final Terms and the relevant set of Terms and Conditions, taken together, shall constitute the Conditions the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

All instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

Controlling Language

As to the controlling language of the respective Conditions, the following applies:

- In the case of Notes (i) publicly offered, in whole or in part, in the Federal Republic of Germany, or (ii) initially distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal offices of the Fiscal Agent and BASF, as specified on the back cover of this Prospectus.
- In other cases the relevant Issuer will elect either German or English to be the controlling language.

RISK FACTORS

The following is a description of material risks that are specific to BASF and BASF Finance and/or may affect their respective ability to fulfil their respective obligations under the Notes and the Guarantee and that are material to the Notes issued under the Program in order to assess the market risk associated with these Notes. Prospective investors should consider these risk factors before deciding whether to purchase Notes issued under the Program.

Prospective investors should consider all information provided in this Prospectus and consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described might combine and thus intensify one another.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances and be aware of the risk that an investment in the Notes may not be suitable at all times until maturity bearing in mind the following key aspects when assessing and reassessing the suitability of the Notes which may change over time and could lead to the risk of non-suitability. Each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any supplement hereto;*
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;*
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;*
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behavior of any relevant indices and financial markets; and*
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.*

RISK FACTORS REGARDING BASF SE AND BASF GROUP

The following descriptions of the risk factors and their occurrence within a risk category with the most material risk factor presented first in each category should be understood as description of residual risks, i.e. of the remaining risks following all counter measures taken in order to avoid such risks or limit their adverse effects.

The risk factors regarding the Issuer and the Guarantor are presented in the following categories depending on their nature with the most material risk factor presented first in each category:

1. Risks related to the issuer's and guarantor's business activities and industry
2. Risks related to the issuer's and guarantor's financial situation
3. Legal and regulatory risks
4. Internal control risks
5. Environmental, social and governance risks

1. Risks related to the issuer's and guarantor's business activities and industry

Market growth risks

BASF Group is dependent on the economic environment and cyclical trends in the world economy and may be adversely affected by any downturn in regional or worldwide economies, market crises as well as prolonged periods of instability. There is a considerable correlation between economic development and trade flows and, consequently, economic downturns and phases of prolonged instability often coincide with a decline in trade volumes. The financial position of BASF Group's segments are affected by such

cyclicality and migration of various industries in which they operate, including the automotive, electrical, electronics and construction industries.

BASF Group sees a significant macroeconomic risk in an increased slowdown of the Chinese economy. With a share of more than 40%, China is already the largest chemical market and drives the growth of global chemical production. A slowdown of the Chinese economy would not only have a considerable impact on its chemical market but also on the overall demand for intermediate goods for industrial production as well as investment goods. This would further have an effect on emerging markets that export raw materials as well as on advanced economies that specialize in technological goods. BASF Group might be impacted not only by decreased demand in Chinese markets and in markets dependent on or linked to the Chinese economy but also by the general deceleration of the worldwide macroeconomic development.

The development of demand in BASF Group's sales markets represents one of the most important sources of risks. In particular, the sales volumes of BASF Group's crop protection products are subject to the agricultural sector's dependency on weather conditions. Adverse weather conditions in a particular growing region could materially negatively affect the results of operations of BASF Group's crop protection business. Demand for crop protection products is further influenced by the agricultural policies of governments and multinational organizations. Risks to the global economy and thus adverse impacts on BASF Group's performance may also arise due to an escalation of geopolitical or trade conflicts, an increase of tariff and non-tariff trade barriers as well as an increased tendency toward protectionism.

Furthermore, BASF Group's business is exposed to economic risks due to the international nature of its business. Some of the countries in which BASF Group manufactures or offers services or into which it exports are subject to reduced economic, political, social or legal stability. Potential risks BASF Group might encounter in different countries include in particular the nationalization of assets, legal risks, the prohibition of capital transfers, war, terrorist attacks and other unrest. There could also be an indirect negative impact on BASF Group's business outside of a region directly affected by the relevant crisis especially if BASF Group customers in other countries were to change their investment and business plans as a result of the relevant crisis.

In case any of the mentioned risks materialize and observed market growth rates decline below BASF Group's respective assumptions, negative, material implications on BASF Group's sales volumes and financial position, margins, operational performance and overall operational results may arise. Depending on the significance and duration of deterioration, implications on the Group's overall competitive positioning or overall financial position might arise as well.

Risks related to the COVID-19 pandemic

The current COVID-19 pandemic and related countermeasures imposed by governments and other competent authorities in different countries such as curfews, lockdowns, travel and transportation restrictions, quarantines and social distancing directly impact the global economy and its further development. The global economy and the international financial markets in general and more specifically the markets in which BASF operates are materially adversely affected by the COVID-19 pandemic and the aforementioned countermeasures. Due to the international nature of BASF's business, the resulting impact varies in its degree depending on the development in individual countries. Such development could, however, have a number of negative effects on BASF's operating results and its business and financial position including lower sales volumes or margins driven by significantly decreased market demands for BASF's products, shutdown of BASF's or its customers or supplier's plants or other facilities, restrictions on supply chains, unavailability of personnel and increase of credit costs and liquidity risks. Customers might cancel or postpone orders, delay investments or may default or even become insolvent. Suppliers might not deliver on time or not at all. The extent and the duration of these negative effects on BASF's business are still difficult to predict. The longer the current COVID-19 pandemic and related countermeasures continue the more severe the negative effects could be. Potential further negative consequences could be a severe disruption of the financial system in general or an unsustainable rise of public and private debt challenging the recovery of the global economy and the markets in which BASF operates after the end of the COVID-19 pandemic.

Margin risks

Margin risks for BASF Group result from a further decline in margins in the Chemicals and Materials segment. New capacities or raw materials shortages could also increase margin pressure on a number of products and value chains. For example, some of BASF Group's divisions are exposed to strong fluctuations in raw material prices. These result primarily from raw materials (for example naphtha, propylene, benzene, lauric oils, cyclohexane, methanol, natural gas, butadiene, Liquefied Petroleum Gas condensate and ammonia) as well as from precious metals. Such new capacities or raw materials shortages would have a negative effect on BASF Group's EBIT. Crude oil and naphtha as the main raw

materials form the basis for many of BASF Group's value chains. The year's average oil price for Brent crude was around USD 64 per barrel in 2019, compared with USD 71 per barrel in the previous year. For 2020, BASF Group anticipates an average oil price of USD 60 per barrel. BASF Group therefore expects price levels for its main raw materials and petrochemical basic products that are important to its business to remain constant or decrease slightly.

Competition risks

Increasing competition, in particular from emerging markets, may pose a risk to BASF Group's earnings and market shares. Overcapacities, for example due to new market entrances by competitors or other market participants, might intensify the competitive environment increasing risks on BASF Group's respective pricing and volume strategies, as for example observed in the cracker product markets. In addition, BASF Group may face competition from raw material suppliers expanding their value chains.

Furthermore, BASF Group's operating results depend on the development of commercially viable new products and production technologies. Due to the high degree of complexity and uncertainty involved in chemical and biological research, there is a risk that projects might be discontinued for technical or economic reasons, budgets or schedules may be exceeded or developed products will not receive regulatory approval for sale or will not achieve the expected commercial success.

Additional competition risks might arise from digitalization. Digital business models could potentially disrupt conventional business models in the chemical industry. The rapid development in the digitalization of chemical plants and the resulting increased efficiency impose risks with regard to operational competition.

Production and Investment risks

In the BASF Verbund, production facilities and technologies are intelligently networked, with high-output chemical processes that use energy and resources efficiently. The by-products of one plant serve as feedstock elsewhere, creating efficient value chains – from basic chemicals to high value-added solutions such as coatings or crop protection products. Plant breakdowns as for example due to technical defects of BASF's TDI plant may harm the Verbund production. Guaranteeing the quality and availability of BASF Group's products can require unforeseen technical measures. Moreover, there is the risk that unscheduled plant shutdowns will be required for safety reasons or due to technical problems. For example, as a precaution BASF Group shuts down plants at the sites on the U.S. Gulf Coast in the event of hurricane warnings.

Risks from investments can result from, for example, technical malfunctions or schedule and budget breaches. BASF Group's decisions on the type, scope and locations of its investment projects are based on assumptions related to the long-term development of markets, margins and costs, as well as raw material availability and country, currency and technology risks. Risks arise from potential deviations in actual developments from BASF Group's assumptions.

Furthermore, BASF Group is subject to operating risks associated with chemical manufacturing, including the risks of production, distribution, handling and storage of BASF Group's products. These operating risks have the potential to cause personal injury, property damage and environmental contamination, and may result in business interruptions, the shutdown of affected facilities and liability for compensation payments. Any of these events may adversely affect BASF Group's operating results.

Purchasing and supply chain risks

Delivery bottlenecks resulting from interruptions in production or the supply chain and raw material shortages may adversely affect BASF Group's operating results and revenues.

Additionally, risks regarding increasing, unexpected extreme weather conditions such as flooding, hurricanes or low water levels on the Rhine River might further impose challenges on BASF Group's global supply chain and production abilities and impact all Operating Divisions' performance negatively. In particular, the low water levels on one of BASF Group's most important transportation route for incoming raw materials, the Rhine River, in 2018 impacted logistics at the Verbund site in Ludwigshafen, Germany.

Information technology risks

BASF Group relies on a large number of IT systems including one global ERP system. Their non-availability, violation of confidentiality or the manipulation of critical IT systems and applications can all have a direct impact on all business processes run at BASF Group. The threat environment has changed in recent years, as cyber attackers have become better organized, use more sophisticated technology, and have far more resources available. If data are lost or manipulated, this can, for example, negatively affect process safety and the accuracy of its financial reporting. Unauthorized access to sensitive data, such as personnel records, competition-related information or research results, can result in legal

consequences or jeopardize BASF Group's competitive position or overall financial position. This would also be accompanied by the associated loss of reputation.

Risks arising from acquisitions/divestitures/cooperations

BASF Group is constantly watching its environment in order to identify possible targets and develop its portfolio appropriately. In addition, BASF Group works together in collaborations with customers and partners to jointly develop new, competitive products and applications. Risks arise in connection with acquisitions and divestitures from the conclusion of a transaction, or it being completed earlier or later than expected. They relate to the regular earnings contributions gained or lost as well as the realization of gains or losses from divestitures if these deviate from BASF Group's planning assumptions. Following acquisition and investment activities, regular goodwill impairment tests are performed, which ultimately lead to the potential risk of goodwill impairments and consequently negative financial impact, including investments accounted for using the equity method.

Acquisitions and other financial investment decisions are associated with complex risks due to the high level of capital involved and the long-term capital commitment. They also come along with potentially unexpected high integration costs, delayed realization of synergies and the assumption of obligations that were not precisely quantifiable in advance. In addition, there is the risk that BASF Group's profitability might be reduced in case of successful claims relating to representations and warranties given in the course of the sale of a company or assets are successfully made against BASF Group.

Personnel risks

As a leading Chemical company, BASF Group's future success depends in part on its continued ability to hire, integrate and retain highly skilled employees. This includes for example complex fields as Research and Development, Operations (e.g. chemical technicians), Engineering and increasingly Digitalization and Information Technology. At the same time the number of positions will decrease in other fields due to digitalization effects and a lean organization. BASF Group expects a medium to long-term shortage of skilled employees due to demographic changes, especially in North America and Europe and depending on future growth rates. As per year-end 2019, 58% of BASF Group's global workforce is 40 years old or older. With BASF SE in Ludwigshafen, between 2020 and 2030 on average 1,000 employees per year are expected to retire, which accounts for roughly 30% of the current workforce of BASF SE (34,896, as per year-end 2019). Thus, there is an increased risk that job vacancies may not be filled with suitable applicants, or only after a delay and the challenge to retain expert knowledge intensifies. Therefore, business could negatively be affected. Also, challenges from additional recruitment demand in Asia could affect BASF Group's targeted growth in this region negatively.

2. Risks related to the issuer's and guarantor's financial situation

Exchange rate volatility risks

BASF Group has companies in more than 90 countries and supplies products and services to over 100,000 customers in almost every country in the world. BASF Group works with over 75,000 suppliers worldwide. Therefore, BASF Group's competitiveness on global markets is influenced by fluctuations in exchange rates. Financial currency risks result from the translation of receivables, liabilities and other monetary items in accordance with IAS 21 at the closing rate into the functional currency of the respective Group company. For BASF Group's sales, risks arise in particular when the U.S. dollar exchange rate fluctuates. Assuming other conditions remain the same, a full-year rise in the value of the U.S. dollar/euro exchange rate by USD 0.01 would result in an increase of around EUR 40 million in BASF Group's EBIT. Vice versa, a full-year decrease in the value of the U.S. dollar/euro exchange rate by USD 0.01 would result in a decrease of BASF Group's EBIT to a similar extent.

Liquidity and credit risks

BASF Group's ability to finance its business depends on future developments of financial markets. Access to extensive liquidity is substantial to balance risks from fluctuating cash flows from cyclical businesses. This access to liquid funds may be limited during a financial crisis. A rating downgrade may increase BASF Group's financing costs and negatively impact the market values of the Notes. Credit ratings assigned to BASF Group or any of the Notes may not reflect the potential impact of all risks related to structure, market and other factors. Rating agencies may also change their methodologies for rating issuers or securities in the future. An actual or anticipated downgrade of ratings could result in increased interest and other financial expenses. It could also have a material negative impact on the market values of the Notes

Although BASF Group only engages in transactions with banks with good credit ratings and by adhering to fixed limits for exposures, any counterparty might not be able to fulfil its obligations and BASF Group might not be able to close open positions in advance. Customers might also not fulfil their obligations from

purchase agreements, resulting in an impairment of receivables BASF Group might suffer from losses of assets in individual countries. In particular, BASF Group's crop protection products are typically sold pursuant to contracts with long payment terms. These extended payment periods make BASF Group's crop protection business susceptible to losses on receivables during local or regional economic crises, which may adversely affect BASF Group's operating results and liquidity.

Interest rates risks

Interest rate risks result from potential changes in prevailing market interest rates. These can cause a change in the fair value of fixed-rate instruments and fluctuations in the interest payments for variable-rate financial instruments, which would positively or negatively affect earnings. In addition to market interest rates, BASF Group's financing costs are determined by the credit risk premiums to be paid. These are mainly influenced by the credit rating and the market conditions at the time of issue. The variable interest risk exposure, which also includes fixed rate bonds maturing in the following year, amounted to minus EUR 1.414 million as of December 31, 2019 (2018: minus EUR 4.802 million). An increase in all relevant interest rates by one percentage point of BASF Group's outstanding debt instruments would have lowered income before income taxes by EUR 6 million as of December 31, 2019, and lowered income before income taxes by EUR 43 million as of December 31, 2018.

Metal and raw materials trading risks

In the catalysts business, BASF Group employs commodity derivatives for precious metals and trades precious metals on behalf of third parties and on its own account. Appropriate commodity derivatives are also traded to optimize BASF Group's supply of refinery products, gas and other petrochemical raw materials. Although trading is conducted within predetermined limits and exposure constraints, adverse market developments could lead to significant losses or changes in market values of employed instruments, which may require significant liquidity.

Risks related to personnel costs

Most employees are granted company pension benefits from either defined contribution or defined benefit plans. BASF Group predominantly finances company pension obligations externally through separate plan assets. This particularly includes BASF Pensionskasse VVaG and BASF Pensionstreuhand e.V. in Germany, in addition to the large pension plans of BASF Group companies in North America, the United Kingdom and Switzerland.

The fund assets required to cover future pension obligations are actuarially determined using, among others, assumptions concerning the expected return on plan assets. The plan assets are partially comprised of equity and other risky investments. Declining or even negative returns on these investments and a lack of diversification between different asset classes may adversely affect the future fair value of plan assets and could trigger an additional contribution to the pension plan to cover future pension obligations. Additional contributions to pension plans may also be triggered by declining interest rates leading to higher present values of future pension liabilities.

BASF Group's senior executives have the opportunity to participate in a share price-based compensation program. In 2019, 90% of the approximately 1,100 people eligible to participate in the long-term incentive program worldwide did so, investing up to 30% of their variable compensation in BASF shares. The pay-off is dependent on specific thresholds of the BASF share development and the MSCI World Chemicals Index development. The development of the BASF SE share price and the MSCI World Chemicals Index may lead to a corresponding increase in personnel costs. From 2020 onward, the previous LTI program for senior executives will be replaced by a new program. The new program will incentivize the development of the total shareholder return, as well as the achievement of strategic growth, profitability and sustainability targets.

Furthermore, changes to the legal environment of a particular country can have an impact on the development of personnel expenses for BASF Group.

3. Legal and regulatory risks

Regulation/policy risks

Risks for BASF Group can arise from intensified geopolitical tensions, new trade sanctions, stricter emissions limits for plants or energy and climate laws. Economic and political uncertainties may arise as a result of Brexit. At this point in time, it is not yet clear what the future relationship between the European Union and the United Kingdom will look like post-Brexit and what specific consequences this will have for BASF Group sites, BASF Group supply chains and the regulatory environment. A cross-divisional Brexit team has been established to prepare the BASF Group organization for various exit scenarios and enable it to promptly react to political decisions. Together with BASF Group's operating units, suppliers,

customers and logistics partners, BASF Group has identified problems and steps to avoid supply chain disruptions, especially in the event of a no-deal hard Brexit with no transition phase. Alternative logistics concepts include, for example, leasing additional warehouse space, establishing consignment warehouses or technical expansions in BASF Group's ERP systems to be able to react to additional customs requirements on the systems side as well.

As a globally operating company, BASF Group conducts business and is involved in projects with customers and business partners in countries that are subject of export control regulations, embargoes, sanctions or other forms of trade restrictions imposed by the U.S., the European Union or other countries or organizations. Risks for BASF Group can in particular arise from intensified geopolitical tensions, which could result in the broadening of existing or enactment of new embargoes and sanctions laws, the destabilization of political systems or the introduction of new trade barriers (which could, in each case, have retroactive effect). Consequently, there might be a significant negative impact on the overall market growth, customer demand in key industries or on important chemical markets in form of shifted supply and demand balances. Considering BASF Group's global business, BASF Group encounters risks associated with existing, new or amended sanctions and trade laws. Depending on the content, scope and applicability of these sanctions, there can be no assurance that certain BASF Group's business activities or projects will not be affected by such sanctions, embargoes or similar laws or regulations.

Risks for BASF Group can also arise from new regulations, including stricter emission limits for plants or energy and climate laws. Changes in this regard might potentially restrict BASF Group's production output and, depending on the extent of changes, impose risks on the company's future growth. Furthermore, additional cost burdens might arise as well, impacting financial position negatively. In addition, risks to BASF Group can be posed by further laws in key customer industries or on the use or registration of agricultural and other chemicals and thus limiting the company's sales and impose further cost burdens to adapt products or registrations to revised regulations.

Legal disputes and proceedings risks

With its international operations, BASF Group is exposed to numerous legal risks. These may include, in particular, risks relating to product liability, competition and antitrust law, export control, data protection, patent law, procurement law, tax legislation and environmental protection in the countries where BASF Group operates, including countries such as the United States, where legal risks – in particular legal risks stemming from class action product liability - have historically been more significant than in other countries. BASF Group is involved in legal, regulatory, governmental and arbitration proceedings and may become involved in additional proceedings. These proceedings involve claims by and against BASF Group which arise in the ordinary course of its businesses, including in connection with its business activities or its role as employer, investor and taxpayer. Any proceeding might negatively impact BASF Group. The outcome of current pending or future proceedings and investigations can often not be predicted with certainty. Legal or regulatory judgements or agreed settlements may give rise to significant losses, costs and expenses which are not covered, or not fully covered, by insurance benefits or provisions. Such losses, costs and expenses may have a material adverse impact on the business and financial position of BASF Group.

Investigations of possible legal or regulatory violations, such as potential infringements of antitrust law or certain marketing or distribution methods, may result in civil or criminal penalties – including substantial monetary fines – or other adverse financial consequences, and may harm BASF Group's reputation and ultimately hamper its commercial success.

Risks from changes in taxation

BASF Group and BASF Finance are governed by the tax rules and regulations applicable in the country of their residence. A change in such rules and regulations may result in a higher tax rates or expenses. In addition, changes in tax legislation may have a significant impact on BASF Group's and BASF Finance's tax receivables and tax liabilities as well as on its deferred tax assets and deferred tax liabilities. Future interpretations of these regulations and/or changes in the tax system might have an impact on BASF's and BASF Finance's tax liabilities, profitability and business operations. BASF Group and BASF Finance are regularly audited by the tax authorities and it cannot be excluded that such tax audits will lead to additional tax claims that could have a material adverse effect on its business, financial condition, financial position and results of operations.

4. Internal control risks

Internal control risks

BASF Group has companies in more than 90 countries and operates six Verbund sites and 361 additional production sites worldwide. It has eleven divisions grouped into six segments. These divisions manage 54 global and regional business units and develop strategies for the 76 strategic business units. All these business units are active on several markets in countries all around the world and their respective

businesses are, individually and taken as a whole, exposed to varying degrees of risk and respective uncertainty on a global and or a local level where these businesses are being operated. Their assessment is dependent on a number of factors and based on assumptions which may prove not to be accurate. Although BASF Group has an extensive and global enterprise risk management system in place, including a "3 Lines of Defense" model (employees, Corporate Center and corporate audit), the mere size of BASF Group and the aforementioned complexity causes a residual internal control risk. Potentially, material risks might not be recognized appropriately within the enterprise risk management framework or might be assessed to be immaterial, remote or unlikely at source, although they might have a material adverse effect on BASF Group's business operations and financial position and results of operations after aggregation or when occurring simultaneously.

5. Environmental, Social and Governance Risks

Environmental risks

For BASF Group as an energy-intensive company, environmental and sustainability risks arise especially from regulatory changes, such as in carbon prices through emissions trading systems, taxes or energy legislation. In particular, there is a risk of an increase in pricing of greenhouse gas emissions, which may impose cost burdens from the EU emissions trading system compared to other global competitors which do not have comparable additional costs. Additionally, as a chemical company, BASF Group operates with hazardous and toxic materials, which require adequate handling and processing. Any non-compliance with BASF Group's high safety standards may result in severe damages to the environment and, consequently, adversely affect BASF Group's reputation, business and/or financial position.

Social risks

As BASF Group operates globally and despite extensive measures taken to ensure the adherence to social standards, such as due diligence obligations or audits, BASF Group is exposed to risks from non-compliance with these standards by its employees, suppliers or other partners, for example in the procurement of mineral raw materials, which can ultimately lead to adverse effects on BASF Group's reputation, business or financial position.

Governance risks

As per year-end 2019, BASF Group recorded around 118,000 employees worldwide. Due to the high number of employees, BASF Group is especially exposed to any kind of unlawful or unethical behavior or other kind of misconduct by individuals. Unethical behavior and non-compliance with BASF Group's integrity standards due to intentional and fraudulent behavior of employees could materially harm BASF Group's business, financial position, profit, and reputation. BASF Group may encounter unethical behavior and non-compliance with applicable laws, regulations and BASF Group's guidelines and integrity standards due to intentional and fraudulent behavior of individual employees, possibly in collusion with external third parties. In addition to intentional behavior, problems could also arise due to negligence in the adherence to applicable laws, regulations and internal or external guidelines. Unethical behavior and misconduct attributable to BASF Group could not only lead to criminal charges, fines and claims by injured parties, but also to financial loss, and severe reputational damage. This could have a material adverse effect on BASF Group's business, financial position, profit, and cash flows.

RISK FACTORS REGARDING BASF FINANCE EUROPE N.V.

BASF Finance continued operations depend on the ability of BASF SE and other members of BASF Group to meet their payment obligations under intra-group loans provided to them by BASF Finance. In the event that a member of the BASF Group fails to make a payment under an intra-group loan, BASF Finance may not be able to meet its payment obligations under the Notes issued by it.

All debt securities of BASF Finance (such as the Notes) are wholly and unconditionally guaranteed by BASF SE in respect of principal and interest payments. This Guarantee is enforceable under the laws of Germany.

For the risk factors regarding BASF SE and BASF Group please see the separate section above.

RISK FACTORS REGARDING THE NOTES

The risk factors regarding the Notes are presented in the following categories depending on their nature with the most material risk factor presented first in each category:

1. Risks related to the nature of the Notes
2. Risks related to specific Terms and Conditions of the Notes
3. Risks related to the Guarantor and the Guarantee
4. Other related Risks

1. Risks related to the nature of the Notes

Market price risk, in particular with regard to Fixed Rate Notes and Floating Rate Notes

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels or the lack of or excess demand for the relevant type of Note. The Holders of Notes are therefore exposed to the risk of an unfavorable development of market prices of their Notes, which materializes if the Holders sell the Notes prior to the final maturity of such Notes. If a Holder of Notes decides to hold the Notes until final maturity, the Notes will be redeemed at the amount set out in the relevant Final Terms.

In particular, a Holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate levels. While the nominal interest rate of a Fixed Rate Note as specified in the applicable Final Terms is fixed during the life of such Notes, the current interest rate on the capital market ("**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the Holder of Fixed Rate Notes holds such Notes until maturity, changes in the market interest rate are without relevance to such Holder as the Notes will be redeemed at a specified redemption amount, usually the principal amount of such Notes.

A Holder of Floating Rate Notes is particularly exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance. Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

Liquidity risk

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Prospectus to be admitted to trading on the Regulated Market or on the professional segment of the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange. In addition, the Program provides that Notes may not be listed at all. Regardless of whether the Notes are listed or not, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted Notes. If Notes are not listed on any exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

2. Risks related to specific Terms and Conditions of the Notes

Risk of early redemption

The applicable Final Terms will indicate whether an Issuer may have the right to call the Notes prior to maturity (optional call right) on one or several dates determined beforehand or whether the Notes will be subject to early redemption upon the occurrence of an event specified in the applicable Final Terms (early redemption event). Furthermore, the Issuer has a right for termination in the case of Floating Rate Notes if a Replacement Rate, an Adjustment Spread, if any, or the Replacement Rate Adjustments cannot be determined following a Rate Replacement Event as set out in the Terms and Conditions. In addition, each Issuer will always have the right to redeem the Notes if the relevant Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. If the relevant Issuer redeems the Notes prior to maturity or the Notes are subject to early redemption due

to an early redemption event, a Holder of such Notes is exposed to the risk that due to such early redemption his investment will have a lower than expected yield. The Issuer can be expected to exercise his optional call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise its optional call right if the yield on comparable Notes in the capital market has increased. In this event, an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the relevant Issuer may exercise any optional call right irrespective of market interest rates on a call date.

Specific risks regarding Floating Rate Notes linked to EURIBOR or LIBOR

The interest rates of Floating Rate Notes are linked to reference rates such as the Euro Interbank Offered Rate (EURIBOR) or the London Interbank Offered Rate (LIBOR) which are deemed to be "benchmarks" (each a "**Benchmark**" and together, the "**Benchmarks**") and which are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented.

Key international proposals for reform of Benchmarks include (i) IOSCO's *Principles for Oil Price Reporting Agencies* (October 2012) and *Principles for Financial Benchmarks* (July 2013), (ii) ESMA-EBA's *Principles for the benchmark-setting process* (June 2013), and (iii) the Benchmark Regulation EU 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**"). In addition to the aforementioned reforms, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Following the implementation of such potential reforms, the manner of administration of Benchmarks may change, with the result that they perform differently than in the past, or Benchmarks could be eliminated entirely, or there could be consequences which cannot be predicted. Any changes to a Benchmark as a result of the Benchmark Regulation or other initiatives could have a material adverse effect on the costs of obtaining exposure to a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. For example, on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR Benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

Investors should be aware that, if a Benchmark were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which are linked to or which reference such Benchmark will be determined for the relevant interest period by the fallback provisions applicable to such Notes. The Terms and Conditions of the Notes also provide for certain fallback arrangements in the event that a published Benchmark, such as LIBOR or EURIBOR (including any screen page on which such Benchmark may be published (or any successor page)) becomes unavailable.

In certain circumstances, the ultimate fallback for determining the rate of interest for a particular interest period, may result in the rate of interest for the last preceding interest period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the relevant screen page for the purposes of determining the rate of interest in respect of an interest period.

In addition, due to the uncertainty concerning the availability of a Replacement Rate (as defined in § 3 of the Terms and Conditions in Option II), the relevant further fallback provisions with a view to a Rate Replacement Event (as defined in § 3 of the Terms and Conditions in Option II) may not operate as intended at the relevant time. If a Rate Replacement Event (which, amongst other events, includes the permanent discontinuation of the Benchmark) occurs, fallback arrangements will include the possibility that:

- (i) the relevant rate of interest could be determined by reference to a Replacement Rate determined by (i) the Issuer if in its opinion the Replacement Rate is obvious and as such without any reasonable doubt determinable by an investor that is knowledgeable in the respective type of bonds, such as the Notes, or (ii) failing which, an independent advisor (each the "**Relevant Determining Party**"); and
- (ii) such Replacement Rate may be adjusted (if required) by an Adjustment Spread (as defined in § 3 of the Terms and Conditions in Option II) to be applied to the Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value between the Issuer and the Holders that would otherwise arise as a result of the replacement of the Benchmark against the Replacement Rate.

However, the Issuer may be unable to appoint an independent advisor at commercially reasonable terms, using reasonable endeavors or the Relevant Determining Party may not be able to determine a Replacement Rate, an Adjustment Spread, if any, or the Rate Replacement Adjustments (as defined in § 3 of the Terms and Conditions in Option II) in accordance with the Terms and Conditions of the Floating Rate Notes. If a Replacement Rate, an Adjustment Spread, if any, or the Rate Replacement Adjustments cannot be determined, the rate of interest for the relevant interest period will be the rate of interest applicable as at the last preceding interest determination date before the occurrence of the Rate Replacement Event, or, where the Rate Replacement Event occurs before the first interest determination date, the rate of interest will be the initial rate of interest. Applying the initial rate of interest, or the rate of interest applicable as at the last preceding interest determination date before the occurrence of the Rate Replacement Event could result in Notes linked to or referencing the relevant Benchmark performing differently (which may include payment of a lower rate of interest) than they would do if the relevant Benchmark were to continue to apply, or if a Replacement Rate could be determined. Ultimately, a failure to determine the Replacement Rate and Adjustment Spread, if any, for the interest period immediately following a Rate Replacement Event will result either in the same Benchmark being applied for the determination of the relevant rates of interest until maturity of the Floating Rate Notes, effectively turning the floating rate of interest into a fixed rate of interest (which will be the case if any attempt to determine a Replacement Rate and Adjustment Spread, if any, prior to each interest determination date fails), or that the Notes will be called by the Issuer at its sole discretion pursuant to § 3 of the Terms and Conditions in Option II. In the case that the same Benchmark will be applied for the determination of the relevant rates of interest until maturity of the Floating Rate Notes, a Holder would no longer participate in any favourable movements of market interest rates, including central banks' key interest rates, that would have been reflected in the relevant Benchmark rate if the Benchmark would not have been discontinued or otherwise been unavailable, and payments of interest under the Floating Rate Notes would be lower than they would have been had the Benchmark not been discontinued or otherwise been unavailable.

Also, even if a Replacement Rate was determined and an Adjustment Spread, if any, was applied to that Replacement Rate, such an Adjustment Spread may not be effective to reduce or eliminate economic prejudice to Holders. The application of an Adjustment Spread, if any, to a Replacement Rate may still result in Floating Rate Notes originally linked to or referencing a Benchmark to perform differently (which may include payment of a lower rate of interest) than they would if the Benchmark were to continue to apply in its current form.

In addition, the Relevant Determining Party may also establish that, consequentially, other amendments to the Terms and Conditions of the Floating Rate Notes are necessary to enable the operation of the Replacement Rate (which may include, without limitation, adjustments to the applicable business day convention, the definition of business day, the interest determination date, the day count fraction and any methodology or definition for obtaining or calculating the Replacement Rate). No consent of the Holders shall be required in connection with effecting any relevant Replacement Rate or any other related adjustments and/or amendments described above.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes. Investors should note that, in the case of a replacement of a Benchmark the Relevant Determining Party will have discretion to adjust the Replacement Rate in the circumstances described above. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Holder, any such adjustment will be favorable to each Holder.

Although it is uncertain whether or to what extent any of the above-mentioned changes and/or any further changes in the administration or method for determining a Benchmark could have an effect on the value of any Notes whose interest is linked to or referencing the relevant Benchmark, investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value or the liquidity of, and the amounts payable under Notes whose rate of interest is linked to a Benchmark.

Currency risk

A Holder of Notes denominated in a foreign currency (*i.e.* a currency which is different from the official currency where the investor is domiciled) is particularly exposed to the risk of changes in currency exchange rates, which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the euro, for example, will result in a corresponding change in the euro value of Notes denominated in a currency other than euro and a corresponding change in the euro value of interest and principal payments made in a currency other than euro in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the euro correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder expressed in euro falls.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Risks related to Renminbi ("RMB")-denominated Notes

RMB is not freely convertible; there are significant restrictions on remittance of RMB into and outside the People's Republic of China (the "PRC").

RMB is not freely convertible at present. This may adversely affect the liquidity of the RMB denominated Notes ("**RMB Notes**"); the availability of RMB funds for servicing the RMB Notes may be subject to future limitations imposed by the PRC government.

The PRC government continues to regulate conversion between RMB and foreign currencies, including the euro, despite the significant reduction over the years by the PRC government of control over routine foreign exchange transactions under current accounts. Currently participating banks in, *inter alia*, Frankfurt, London, Singapore, Hong Kong, Macau and Taiwan have been permitted to engage in the settlement of RMB trade transactions. This represents a current account activity.

While there have been several reforms to further reduce governmental control over foreign exchange transactions in recent years, there is no assurance that the PRC government will continue to liberalize a control over cross-border RMB remittances in the future or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of RMB into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in RMB, this may affect the overall availability of RMB outside the PRC and the ability of the Issuer to source RMB to perform its obligations under RMB Notes.

There is only limited availability of RMB outside the PRC, which may affect the liquidity of the RMB Notes and the Issuer's ability to source RMB outside the PRC to service the RMB Notes.

As a result of the restrictions imposed by the PRC government on cross-border RMB fund flows, the availability of RMB outside of the PRC is limited. Currently, licensed banks in Singapore, Hong Kong and Taiwan may offer limited RMB-denominated banking services to Singapore residents, Hong Kong residents, Taiwan residents and specified business customers. The People's Bank of China ("**PBOC**") has also established a RMB clearing and settlement system for participating banks in Hong Kong, Singapore, Taiwan, London, Frankfurt and Seoul. Each of Industrial and Commercial Bank of China, Singapore Branch, Bank of China (Hong Kong) Limited, Bank of China, Taipei Branch, China Construction Bank (London) Limited, Bank of China, Frankfurt Branch and Bank of Communications, Seoul Branch (each an "**RMB Clearing Bank**") has entered into settlement agreements with the PBOC to act as the RMB clearing bank in Singapore, Hong Kong, Taiwan, London, Frankfurt and Seoul, respectively.

However, the current size of RMB-denominated financial assets outside the PRC is limited. RMB business participating banks do not have direct RMB liquidity support from the PBOC. They are only allowed to square their open positions with the relevant RMB Clearing Bank after consolidating the RMB trade position of banks outside Singapore, Hong Kong, Taiwan, London, Frankfurt and Seoul that are in the same bank group of the participating bank concerned with their own trade position and the relevant RMB Clearing Bank only has access to onshore liquidity support from the PBOC for the purposes of squaring open positions of participating banks for limited types of transactions, including open positions resulting from conversion services for corporations relating to cross-border trade settlement. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source RMB from the offshore market to square such open positions.

Although it is expected that the offshore RMB market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the settlement agreements will not be terminated or amended in the future which will have the effect of restricting availability of RMB offshore. The limited availability of RMB outside the PRC may affect the liquidity of the RMB Notes. To the extent

the Issuer is required to source RMB in the offshore market to service its RMB Notes, there is no assurance that the Issuer will be able to source such RMB on satisfactory terms, if at all.

Investments in the RMB Notes are subject to RMB exchange rate risks.

The value of the RMB against the euro and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions and by many other factors. Except in the limited circumstances as described in the Conditions, the Issuer will make all payments of interest and principal with respect to the RMB Notes in RMB. As a result, the value of these RMB payments in euro or other applicable foreign currency terms may vary with the prevailing exchange rates in the marketplace. If the value of RMB depreciates against the euro or other applicable foreign currency, the value of a noteholder's investment in euro or other applicable foreign currency terms will decline.

Investments in the RMB Notes are subject to currency risks.

If the Issuer cannot obtain RMB and is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the RMB Notes when due, in whole or in part, in RMB in the relevant RMB Settlement Centre as a result of Inconvertibility, Non transferability or Illiquidity (each, as defined in § 4(7)(d) in the Terms and Conditions of Option I), the Issuer shall be entitled to postpone any such payment or, on giving not less than five or more than 30 days' irrevocable notice to the noteholders prior to the due date for payment, to settle any such payment, in whole or in part, in U.S. dollars on the due date at the U.S. Dollar Equivalent (as defined in the Terms and Conditions of Option I) of any such interest or principal amount otherwise payable in RMB, as the case may be. The Issuer may early terminate the RMB Notes if it decides to settle payments at the U.S. Dollar Equivalent due to Inconvertibility, Non-transferability or Illiquidity.

Resolutions of Holders

Since the Notes provide for meetings of Holders or the taking of votes without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As such majority resolution is binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

Holders' Representative

Since the Notes provide for the appointment of a Holders' Representative, either in the Terms and Conditions or by a majority resolution of the Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Holders' Representative who is then exclusively responsible to claim and enforce the rights of all the Holders.

3. Risks related to the Guarantor and the Guarantee

All debt securities of BASF Finance (such as the Notes) are wholly and unconditionally guaranteed by BASF SE in respect of principal and interest payments. This Guarantee is enforceable under the laws of Germany.

For the risk factors regarding BASF SE and BASF Group please see the separate section above.

4. Other related Risks

Risks associated with Notes with a specific use of proceeds, such as Green Bonds

The Final Terms relating to any series of Notes issued under the Program may provide that it will be the Issuer's intention to apply the net proceeds from an offer of such Notes specifically to finance and/or refinance in whole or in part new or existing projects and activities that promote climate-friendly, other environmental, sustainable and social purposes ("**Eligible Projects**" and such series of Notes a "**Green Bond**").

Prospective investors should have regard to the information set out in the applicable Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. Green Bonds may not be a suitable investment for all investors seeking exposure to "green" or "sustainable" or similarly labelled assets. Prospective investors who intend to invest in Green Bonds must determine for themselves the relevance of the information in this Prospectus (in particular, regarding the reasons for the offer and the use of proceeds) for the purpose of any investment in the Green Bonds together with any other investigation such investors deem necessary. In particular, no assurance is given by the Issuer or the Guarantor (if applicable) that the use of proceeds of any Green Bonds will meet or

continue to meet on an ongoing basis any or all investor expectations regarding investment in "green bond", "green" "sustainable" or "social" or similarly labelled projects. No representation or assurance is or can be given by the Issuer, the Guarantor (if applicable) or any other person to investors as to the suitability of Green Bonds to fulfil environmental and sustainability criteria required by prospective investors. Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or "social" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or "social" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time.

In connection with the issue of Green Bonds and in particular with any Eligible Projects to fulfil any environmental, sustainability, social and/or other criteria, opinions or certifications of third parties (whether or not solicited by the Issuer) may be made available to the Issuer (such opinion or certification a "**Third Party Opinion**"). For the avoidance of doubt, any such Third Party Opinion is not, nor shall be deemed to be, incorporated in and/or form part of this Prospectus. Such Third Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in Green Bonds including without limitation market price, marketability, investor preference or suitability of any security. Such Third Party Opinion is a statement of opinion, not a statement of fact. Any such Third Party Opinion is not, nor should be deemed to be, a recommendation to buy, sell or hold any such Notes. Any such Third Party Opinion is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such Third Party Opinion and/or the information contained therein and/or the provider of such Third Party Opinion for the purpose of any investment in such Notes. Currently, the providers of such Third Party Opinions are not subject to any specific regulatory or other regime or oversight. Neither the Issuer nor the Guarantor (as applicable) are responsible for any Third Party Opinion or other third party assessment of the Green Bonds. Nor is any Dealer responsible for any assessment of Green Bonds, or the monitoring of the use of proceeds. No assurance or representation is given by the Issuer or the Guarantor (if applicable) as to the suitability or reliability for any purpose whatsoever of any such Third Party Opinion. In particular, no assurance or representation is made or given that any such Third Party Opinion reflects any present or future requirements, investment criteria or guidelines which may apply to any investor or its investments. Holders of Green Bonds will have no recourse against the provider(s) of any Third Party Opinion.

In the event that any of the Green Bonds are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other similarly labelled segment of any stock exchange or securities market (whether or not regulated), or are included in any dedicated "green", "environmental", "sustainable" or other equivalently-labelled index, no representation or assurance is given by the Issuer, the Guarantor (if applicable) or any other person that such listing or admission, or inclusion in such index, satisfies any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another and also the criteria for inclusion in such index may vary from one index to another. No representation or assurance given or made by the Issuer, the Guarantor (if applicable) or any other person that any such listing or admission to trading, or inclusion in any such index, will be obtained in respect of Green Bonds or, if obtained, that any such listing or admission to trading, or inclusion in such index, will be maintained during the life of Green Bonds.

While it is the intention of the Issuer to apply the proceeds of any Notes so specified for Eligible Projects in, or substantially in, the manner described in the relevant Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Projects. Nor can there be any assurance by the Issuer, the Guarantor (if applicable) or any other person that such Eligible Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer or that no adverse environmental, social and/or other events will occur during the implementation of any Eligible Projects. Any such event or failure of the Issuer or the Guarantor (if applicable) to observe the provisions set out in the Final Terms for the Green Bonds relating to the use of proceeds of the Green Bonds or the Issuer's intentions as regards reporting, any negative change to, or withdrawal or suspension of, any Third Party Opinion, the issuance of a new third party opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any Green Bonds no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid will not constitute an Event of Default under the Notes but may have a material adverse effect on the value of the

Green Bonds and also potentially the value of any other Notes which are intended to finance Eligible Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

CONSENT TO THE USE OF THE PROSPECTUS

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes issued under the Program is entitled to use the Prospectus in Germany, the Grand Duchy of Luxembourg, the Republic of Austria, the Republic of Ireland, The Netherlands and the United Kingdom of Great Britain and Northern Ireland or such other Member State whose competent authorities have been notified of the approval of this Prospectus for the subsequent resale or final placement of the relevant Notes during the respective offer period (as determined in the applicable Final Terms) during which subsequent resale or final placement of the relevant Notes can be made, provided however, that the Prospectus is still valid in accordance with Article 12 (1) of the Prospectus Regulation. Each of BASF and BASF Finance accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the relevant Notes.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of BASF Group (www.basf.com).

When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions, including with the restrictions specified in the "*PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS*" legend set out on the cover page of the applicable Final Terms, if any.

In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.

Any Dealer and/or a further financial intermediary using the Prospectus shall state on its website that it uses the Prospectus in accordance with this consent and the conditions attached to this consent.

BASF SE AS ISSUER AND GUARANTOR

STATUTORY AUDITORS

The following selected financial data for the years 2019 and 2018 are excerpted from the Consolidated Financial Statements of BASF Group, which have been audited by KPMG AG Wirtschaftsprüfungsgesellschaft ("KPMG"), THE SQUAIRE, Am Flughafen, 60549 Frankfurt am Main, Germany, as the independent registered public accounting firm for BASF and for which unqualified auditor's reports have been issued in each case, and from the unaudited consolidated half-year financial statements of BASF Group as of June 30, 2020. KPMG is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer, Körperschaft des öffentlichen Rechts*). Starting from January 1, 2004, the accounting and reporting of the BASF Group is performed according to International Financial Reporting Standards ("IFRS").

For further information, please see Note 1 of the Consolidated Financial Statements 2018 and 2019 incorporated by reference into this Prospectus.

Investors should read the information below together with the consolidated financial statements of BASF Group, including the notes and restatement remarks thereto, and the other financial information that is included elsewhere in, or incorporated by reference into, this Prospectus.

The financial year of BASF Group is the calendar year.

SELECTED FINANCIAL INFORMATION

BASF GROUP

	January 1, 2019 – December 31, 2019 (restated)*	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018
	million EUR audited		
Sales**	59,316	59,316	60,220
Income from operations before depreciation and amortization (EBITDA)**	8,185	8,036	8,970
Income from operations (EBIT)**	4,201	4,052	5,974
Net income	8,421	8,421	4,707
Cash flows from operating activities	7,474	7,474	7,939
	December 31, 2019		December 31, 2018
	million EUR audited		
Total assets		86,950	86,556
Stockholders' equity		42,350	36,109
Noncurrent liabilities		27,996	27,118
Current liabilities		16,604	23,329

* Restated figures 2019 reflecting the reclassification of non-integral equity-accounted companies; for more information, see page 4 and page 18 of the Quarterly Statement Q1 2020. (Restated figures not audited).

** Restated figures; for more information, see the Notes to the Consolidated Financial Statements from page 204 onward of the BASF Report 2019.

	January 1, 2020 - June 30, 2020	January 1, 2019 - June 30, 2019
	million EUR unaudited	
Sales*	29,433	30,074
Income from operations before depreciation and amortization (EBITDA) ^{1,*}	3,498	4,316
Income from operations (EBIT) ^{2,*}	1,515	2,286
Net income*	7	7,360
Cash flows from operating activities	1,212	2,319

	June 30, 2020	June 30, 2019
	million EUR unaudited	
Total assets	90,369	88,397
Stockholders' equity	38,381	40,342
Noncurrent liabilities	30,309	30,570
Current liabilities	21,679	17,485

¹ "EBITDA" is defined as income from operations before interest, taxes, depreciation and amortization. Depreciation and amortization include amortization and depreciation of, and valuation allowances (impairments and write-ups) on intangible assets and property, plant and equipment.

² "EBIT" is defined as income from operations before interest and taxes.

* Restated figures; for more information, see the Notes to the Consolidated Financial Statements from page 204 onward of the BASF Report 2019.

ALTERNATIVE PERFORMANCE MEASURES ("APM")

The Prospectus also uses the following alternative performance measures, not defined by IFRS, to describe the BASF Group's results of operations. These should not be viewed in isolation, but treated as supplementary information.

BASF uses ROCE as the most important key performance indicator for steering the BASF Group. EBIT before special items and capex (capital expenditure) are key performance indicators for BASF that have a direct impact on ROCE and as such, support its management.

Return on capital employed (ROCE) measures the profitability of the capital employed. ROCE is calculated as the EBIT of the segments as a percentage of the average cost of capital basis at each month-end.

The special items used below to calculate some alternative performance measures arise from the integration of acquired businesses, restructuring measures, impairments, gains or losses resulting from divestitures and sales of shareholdings, and other material expenses and income that generally do not arise in conjunction with ordinary business activities.

Adjusting for special items makes EBIT before special items an especially suitable figure for illustrating the development of operating business over time as well as for forecasts. It is therefore among the most important performance measures for managing the BASF Group.

Income from operations before depreciation and amortization (EBITDA) describes operational performance independently of age-related amortization and depreciation of assets and any valuation allowances (impairments or write-ups).

The values for the respective APM for the first half of 2020/2019 are shown on page 5 of the H1 Report 2020. The values for the respective APM for the full year 2019/2018 are shown below.

Income from operations (EBIT) before special items (million EUR)

	January 1, 2019 – December 31, 2019 (restated)*	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018**
Income from operations (EBIT)	4,201	4,052	5,974
Special items	(442)	(484)	(307)
EBIT before special items	4,643	4,536	6,281

Income from operations before depreciation and amortization (EBITDA) (million EUR)

	January 1, 2019 – December 31, 2019 (restated)*	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018**
Income from operations (EBIT)	4,201	4,052	5,974
Amortization and depreciation of, and valuation allowances on, intangible assets and property,	3,984	3,984	2,996

	January 1, 2019 – December 31, 2019 (restated)*	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018**
plant and equipment***			
EBITDA	8,185	8,036	8,970

* Restated figures 2019 reflecting the reclassification of non-integral equity-accounted companies; for more information, see page 4 and page 18 of the Quarterly Statement Q1 2020. (Restated figures not audited).

** Figures for 2018 were restated by the share attributable to construction chemicals activities due to their presentation as discontinued operations.

*** Excluding depreciation, amortization, impairments and reversals of impairments attributable to the discontinued construction chemicals business.

Income from operations (EBIT) before special items (million EUR)

	April 1, 2020 – June 30, 2020	April 1, 2019 – June 30, 2019
Income from operations (EBIT)	59	507
Special items	(167)	(488)

EBIT before special items	226	995
----------------------------------	------------	------------

Income from operations before depreciation and amortization (EBITDA) (million EUR)

	January 1, 2020 – June 30, 2020	January 1, 2019 – June 30, 2019
Income from operations (EBIT)	1,515	2,286
Depreciation and amortization	1,983	2,030
EBITDA	3,498	4,316

Return on capital employed (ROCE) (million EUR)

	January 1, 2019 – December 31, 2019 (restated)*	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018
EBIT of BASF Group**	4,201	4,052	5,974
EBIT of Other	(518)	(667)	(506)
EBIT of Segments	-	4,719	6,480
Cost of capital basis of segments, average of month-end figures	-	60,900	53,930
ROCE in %	-	7.7	12.0***

* Restated figures 2019 reflecting the reclassification of non-integral equity-accounted companies; for more information, see page 4 and page 18 of the Quarterly Statement Q1 2020. (Restated figures not audited).

** EBIT for 2018 was reduced by the share attributable to construction chemicals activities due to their presentation as discontinued operations.

*** Figures for 2018 were restated with the presentation of the construction chemicals activities as discontinued operations. For more information, see the Notes to the Consolidated Financial Statements from page 204 onward.

Capital employed (million EUR)

	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018
Intangible assets	14,832	11,995
Property, plant and equipment	20,472	17,973
Investments accounted for using the equity method	1,527	1,611
Inventories	11,593	10,611

	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018
Accounts receivables	10,061	9,747
Current and noncurrent other receivables and other assets*	1,913	1,716
Assets of disposal groups	502	277
Cost of capital basis of segments, average of month-end figures	60,900	53,930
Deviation from cost of capital basis at closing rates as of December 31	(1,534)	5,770
Assets not included in the cost of capital	27,584	26,856
of which disposal group is the oil and gas business	2,706	16,807
Assets of the BASF Group as of Dec 31	86,950	86,556

* Including customer/supplier financing and other adjustments.

HISTORICAL FINANCIAL INFORMATION

The audited consolidated financial statements of BASF Group for the fiscal year ending on December 31, 2018 and the auditors' report thereon, together contained in the BASF Report 2018 on pages 168-268, are incorporated by reference into this Prospectus.

The audited consolidated financial statements of BASF Group for the fiscal year ending on December 31, 2019 and the auditors' report thereon, together contained in the BASF Report 2019 on pages 185-289, are incorporated by reference into this Prospectus.

The audited unconsolidated financial statements of BASF SE for the fiscal years ending on December 31, 2019 and December 31, 2018, and the respective auditors' reports thereon, are incorporated by reference into this Prospectus.

The unaudited consolidated interim financial statements of BASF Group as of June 30, 2020, contained in the BASF Interim Report First Half 2020 on pages 23-50, are incorporated by reference into this Prospectus.

GENERAL INFORMATION ABOUT BASF SE

HISTORY AND DEVELOPMENT OF THE ISSUER

On April 6, 1865, the Badische Anilin- & Sodafabrik ("Baden Aniline and Soda Factory") was founded in Mannheim, Germany. BASF was incorporated as a stock corporation under the laws of Germany on January 30, 1952 under the name "Badische Anilin- und Soda-Fabrik AG". In 1973, BASF changed its name to BASF Aktiengesellschaft. BASF Aktiengesellschaft was registered until January 14, 2008 in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) Ludwigshafen am Rhein, Germany, under the entry number HRB 3000.

The Annual Shareholders' Meeting of BASF shareholders on April 26, 2007 approved the proposal of the Board of Executive Directors and the Supervisory Board to convert BASF Aktiengesellschaft into a European Company (*Societas Europaea*, SE) with the name BASF SE. BASF SE is registered as of January 14, 2008 in the new legal form of a European Company (*Societas Europaea*, SE) in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Ludwigshafen am Rhein, Germany, under the entry number HRB 6000. As set forth in Art. 37 para. 2 of Council Regulation (EC) No. 2157/2001 of October 8, 2001 on the Statute for a European Company (SE) this conversion neither resulted in the dissolution of the company nor in the establishment of a new legal person. Therefore, through such conversion BASF SE is the same legal person as BASF Aktiengesellschaft.

The legal foundations of BASF SE's corporate constitution are primarily the SE Council Regulation of the European Union, the German SE Implementation Act and the German Stock Corporation Act. Despite these new legal foundations, the previous fundamental elements of BASF Aktiengesellschaft's corporate constitution remain unchanged in BASF SE: these are the two-tier system consisting of BASF's Board of Executive Directors and the Supervisory Board, the equal representation of shareholders and employees in the Supervisory Board and the shareholders' rights of co-administration and supervision at the Annual Shareholders' Meeting.

BASF's headquarter is located in Ludwigshafen am Rhein, Germany; its registered office is located at Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Germany, telephone 0049-621-60-0. It operates under German law. Legal Entity Identifier (LEI) of BASF is 529900PM64WH8AF1E917. The website of BASF is www.basf.com. The information on this website does not form part of the Prospectus and has not been scrutinised or approved by the Commission, unless specifically incorporated by reference into the Prospectus.

Corporate purpose

Pursuant to Article 2 of its Articles of Association:

1. The purpose of BASF is to engage in the following areas of activity:
 - chemistry and related areas,
 - agriculture and nutrition,
 - extraction and production of and dealing in oil, natural gas, mineral oil products and energies,
 - development and production of and dealing in products and the provision of services in the area of environmental technology,

as well as the carrying out of any other activities incidental to the activity in said areas or conducive to promoting the same.
2. BASF is authorized to establish branches both in Germany and abroad, and to establish and acquire business undertakings whose purposes are consistent with, related to or conducive to promoting the ones stipulated in No. 1, both in Germany and abroad, or to acquire interests therein.

Term and dissolution

BASF has been established for an indefinite period of time. BASF may be dissolved upon a resolution of the Shareholders' Meeting requiring a majority of at least three quarters of the share capital represented during the resolution. The assets of BASF remaining after servicing all liabilities are distributed among the shareholders pro rata to their shareholding in BASF pursuant to the provisions of the German Stock Corporation Act.

Share capital

As of the date of this Prospectus, the fully-paid share capital of BASF is unchanged since the date of the last published audited financial statements as of December 31, 2019 and amounts to EUR 1,175,652,728.32 divided into 918,478,694 registered shares with no par value (*Namensaktien*) ("**BASF Share(s)**").

All of the BASF Shares are ordinary registered shares. Shareholders are obliged to have themselves registered with their shares into the company share register and to provide the information necessary for registration in the share register according to the German Stock Corporation Act. Only the persons listed in the share register are entitled to participate in the Annual Shareholders' Meetings and to vote as shareholders. Each BASF Share represents one vote.

At the Annual Shareholders' Meeting of May 3, 2019, the shareholders authorized the Board or Executive Directors, with the consent of the Supervisory Board, to increase, up to May 2, 2024, on a one-off basis or in portions on a number of occasions, the company's subscribed capital by a total of up to EUR 470,000,000 by issuing new registered shares against contributions in cash or in kind (Authorized Capital). Shareholders are basically entitled to a subscription right. The new shares can be taken over by a bank appointed by the Board of Executive Directors with instructions to offer them to the shareholders (indirect subscription right). However, the Board of Executive Directors is authorized, with the consent of the Supervisory Board, to exclude the statutory subscription right of the shareholders, in order to acquire companies, parts of companies, or holdings in companies, in return for the transfer of shares in appropriate individual cases, as far as this is necessary to prevent dilution in order to grant the owners of option certificates and the creditors of convertible bonds that are issued by BASF or its affiliates in connection with an authorization granted to the Board of Executive Directors by the Shareholders' Meeting, a subscription right to the extent that this would be due to them after exercising the option or conversion right or after fulfilling conversion obligations, and in order to use any residual amounts. In the case of capital increases in return for cash contributions, the Board of Executive Directors is authorized to exclude the statutory subscription right of shareholders, if the issue price of the new shares is not substantially lower than the stock market price and the total number of shares issued under this authorization is not more than ten percent of the subscribed capital either at the time of the authorization coming into effect or

– if this value is lower – at the time that the present authorization is exercised.

At the Annual Shareholders' Meeting of May 12, 2017, shareholders authorized the Board of Executive Directors, with the approval of the Supervisory Board, to issue, on a one-off basis or in portions on more than one occasion, bearer or registered convertible bonds and/or bonds with warrants, or combinations of these instruments, with or without maturity limitations up to a nominal value of EUR 10,000,000,000 through May 11, 2022. The calculated portion of the share capital represented by the BASF shares to be issued in connection with the debt instruments issued under this authorization may not exceed 10% of share capital. To this effect, share capital was increased conditionally by up to EUR 117,565,184 by issuing a maximum of 91,847,800 new registered BASF shares. The conditional capital increase will only be carried out to the extent to which holders of convertible bonds, or warrants attached to bonds with warrants issued, exercise their conversion or option rights. Until now, this authorization has not been exercised.

At the Annual Shareholders' Meeting of May 12, 2017, shareholders authorized the Board of Executive Directors to buy back shares up until May 11, 2022, in accordance with Section 71(1) No. 8 of the German Stock Corporation Act. The buyback cannot exceed 10% of the company's share capital at the time the resolution was passed and can take place via the stock exchange, a public purchase offer addressed to all shareholders, or a public request to the shareholders to submit sales offers. Until now, this authorization has not been exercised.

BASF Group continually reviews its businesses and aligns them to achieve profitable and sustainable growth. BASF Group's significant acquisitions and divestitures between 2018 and 2019 are listed below:

Acquisitions / Divestitures

As of the date of this Prospectus, BASF Group agreed-upon the following acquisitions:

- On January 31, 2020, BASF closed the acquisition of its polyamide business from Solvay. The transaction broadens BASF's polyamide capabilities allowing BASF to support its customers with advanced engineering plastics solutions, e.g., for autonomous driving and e-mobility. The purchase price for the polyamide business acquired by BASF on a cash and debt-free basis amounts to EUR 1.3 billion; sales generated in 2018 were about EUR 1.0 billion. The business will be integrated into the Performance Materials and Monomers divisions of BASF.

BASF Group acquired the following business in 2019:

- On October 7, 2019, BASF announced to invest EUR 20 million into Quantafuel, a specialist for pyrolysis of mixed plastic waste and purification of pyrolysis oil, headquartered in Oslo, Norway. The investment will be facilitated via the subscription of new shares and via the grant of a convertible loan.
- On November 18, 2019, BASF acquired the 3D printing service provider Sculpteo. The agreement was signed on November 14, 2019 and the closing of this transaction was on November 18, 2019. The acquisition of the French 3D printing specialist based in Paris and San Francisco will enable BASF 3D Printing Solutions GmbH, a wholly-owned subsidiary of BASF New Business GmbH, to market and establish new industrial 3D printing materials more quickly. Sculpteo's management team fully supports the acquisition and will remain in place to provide customers and partners with this expanded service spectrum.

As of the date of this Prospectus, BASF Group divested/formed joint ventures with the following businesses:

- On January 2, 2020 BASF completed the divestiture of its ultrafiltration membrane business to DuPont. The divestiture includes the shares of Inge GmbH, the business' headquarters and production site in Greifenberg, Germany, including all employees, its international sales force, and certain intellectual property previously owned by BASF SE. Financial details of the transaction are not being disclosed. The ultrafiltration membrane business had been part of BASF's Performance Chemicals division. The division's portfolio includes plastic additives, fuel and lubricant solutions, oilfield chemicals and mining solutions as well as kaolin minerals.

BASF Group divested the following activities in 2019:

- On January 31, 2019, following the approval of all relevant authorities, BASF and Solenis concluded the transfer of BASF's paper and water chemicals business to Solenis. Since February 1, 2019, the combined company has operated under the name Solenis UK International Ltd., London, England, and offers bundled sales, service and production capabilities across the globe. BASF holds a 49% share in the combined entity; 51% of the shares are held by funds managed by Clayton, Dubilier & Rice, and by Solenis management. The transaction included production sites and plants of BASF's paper and water chemicals business in Bradford and Grimsby, England; Suffolk, Virginia; Altamira, Mexico; Ankleshwar,

India; and Kwinana, Australia. BASF reports its share of Solenis' income after taxes using the equity method in income from operations before special items and in income from operations of the BASF Group.

- Following the approval of all relevant authorities, BASF and LetterOne completed the merger of Wintershall and DEA on May 1, 2019. In September 2018, BASF and LetterOne had signed a transaction agreement to merge their respective oil and gas businesses in a joint venture. BASF's participating interest in Wintershall Dea is reported in the consolidated financial statements of the BASF Group according to the equity method since May 1, 2019, with an initial valuation at fair value. The gain from the transition from full consolidation to the equity method will be shown in income after taxes from discontinued operations for the second quarter of 2019. Since May 1, 2019, BASF reports its share of Wintershall Dea's net income in EBIT before special items as well as in EBIT of the BASF Group, reported under Other.
- On December 21, 2019, Lone Star Funds, a global private equity firm, announced to acquire BASF's Construction Chemicals business. The purchase price on a cash and debt-free basis is EUR 3.17 billion. The transaction is expected to close in the third quarter of 2020, subject to the approval of the relevant competition authorities.

BASF financing policy remains unchanged:

BASF's financing policy aims to ensure BASF's solvency at all times, limiting the risks associated with financing and optimizing its cost of capital. BASF preferably meets its external financing needs on the international capital markets.

BASF strives to maintain a solid "A" rating, which ensures unrestricted access to financial and capital markets. BASF's financing measures are aligned with its operational business planning as well as the company's strategic direction and also ensure the financial flexibility to take advantage of strategic options.

BASF has solid financing. Corporate bonds form the basis of BASF's medium to long-term debt financing. These are issued in euros and other currencies with different maturities as part of the EUR 20 billion debt issuance program. The goal is to create a balanced maturity profile, diversify BASF's investor base and optimize its debt capital financing conditions.

Capitalization and financial indebtedness

The following table sets forth the consolidated capitalization of BASF Group as of December 31, 2019 and June 30, 2020:

Stockholders' equity and liabilities (million EUR)	June 30, 2020	December 31, 2019
Stockholders' equity		
Subscribed capital	1,176	1,176
Capital reserves	3,115	3,115
Retained earnings	39,029	42,056
Other comprehensive income	(5,709)	(4,850)
Non-controlling interests	770	853
	38,381	42,350
Noncurrent liabilities		
Provisions for pensions and similar obligations	7,871	7,683
Other provisions	1,319	1,340
Tax provisions and deferred tax liabilities	2,636	2,280
Financial indebtedness	16,664	15,015
Other liabilities*	1,819	1,678
	30,309	27,996
Current liabilities		
Accounts payable, trade	3,820	5,087
Provisions	3,138	2,938
Tax liabilities	931	756
Financial indebtedness	9,417	3,362

Other liabilities*	3,179	3,427
Liabilities of disposal groups	1,194	1,034
	21,679	16,604
Total stockholders' equity and liabilities	90,369	86,950

* Other liabilities were adjusted as of January 1, 2019, to reflect lease liabilities for right-of-use assets following the initial application of IFRS 16.

Consolidated statement of comprehensive income

Income and expense items (million EUR)	January 1, 2020 - June 30, 2020	January 1, 2019 - June 30, 2019
Income after taxes	29	7,369
Remeasurement of defined benefit plans	(231)	(1,820)
Deferred taxes on non-reclassifiable gains/losses	(38)	614
Non-reclassifiable gains/losses after taxes from equity-accounted investments	(12)	-
Non-reclassifiable gains/losses	(281)	(1,206)
Unrealized gains/losses from fair value changes in securities measured at FVOCI*	-	-
Reclassifications of realized gains/losses recognized in the income statement	-	-
Fair value changes in securities measured through other comprehensive income, net	-	-
Unrealized gains/losses in connection with cash flow hedges	117	1
Reclassification of realized gains/losses recognized in the income statement	10	9
Fair value changes in options designated as cash flow hedges, net	127	10
Unrealized gains/losses from currency translation	(528)	894
Deferred taxes on reclassifiable gains/losses	(30)	(16)
Reclassifiable gains/losses after taxes from equity-accounted investments	(150)	344
Reclassifiable gains/losses	(581)	1,232
Other comprehensive income after taxes	(862)	26
Comprehensive income	(833)	7,395

* FVOCI: fair value through other comprehensive income

The following table sets forth the consolidated capitalization of BASF Group as of December 31, 2019 and December 31, 2018:

Stockholders' equity and liabilities (million EUR)	December 31, 2019	December 31, 2018
Stockholders' equity		
Subscribed capital	1,176	1,176
Capital reserves	3,115	3,118
Retained earnings	42,056	36,699

Other comprehensive income	(4,850)	(5,939)
Non-controlling interest	853	1,055
Noncurrent liabilities		
Provisions for pensions and similar obligations	7,683	7,434
Other provisions	1,340	1,301
Tax provisions and deferred tax liabilities	2,280	2,346
Financial indebtedness	15,015	15,332
Other liabilities*	1,678	705
Current liabilities		
Accounts payable, trade	5,087	5,122
Provisions	2,938	3,252
Tax liabilities	756	695
Financial indebtedness	3,362	5,509
Other liabilities*	3,427	2,998
Liabilities of disposal groups	1,034	5,753
Total stockholders' equity and liabilities	86,950	86,556

* Other liabilities were adjusted as of January 1, 2019, to reflect lease liabilities for right-of-use assets following the initial application of IFRS 16.

Contingent liabilities (million EUR)	December 31, 2019	December 31, 2018
Bills of exchange	6	7
Guarantees	447	75
Warranties	65	50
Collateral granted on behalf of third-party liabilities	1	1
Total	519	133

Consolidated statement of comprehensive income

Income and expense items (million EUR)	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018
Income after taxes	8,491	4,979
Remeasurement of defined benefit plans	(706)	(977)
Deferred taxes on non-reclassifiable gains/losses	359	235
Non-reclassifiable gains/losses after taxes from equity-accounted investments	(46)	(3)
Non-reclassifiable gains/losses	(393)	(745)
Unrealized gains/losses from fair value changes in securities measured at FVOCI*	-	1
Reclassifications of realized gains/losses recognized in the income statement	-	-
Fair value changes in securities measured at FVOCI, net	-	1
Unrealized gains/losses from cash flow hedges	25	19
Reclassifications of realized gains/losses recognized in the income statement	54	(44)
Fair value changes in derivatives designated as cash flow hedges, net	79	(25)
Unrealized gains/losses from currency translation	481	194
Reclassification of realized gains/losses from currency translation recognized in the statement of	834	-

income		
Deferred taxes for gains/losses that can be reclassified	(28)	9
Reclassifiable gains/losses after taxes from equity-accounted shareholdings	(9)	(20)
Other comprehensive income after tax	964	(586)
Comprehensive income	9,455	4,393

* FVOCI: fair value through other comprehensive income

Dividend policy

The Board of Executive Directors and the Supervisory Board of BASF propose dividends based on BASF SE's year-end unconsolidated financial statements. The proposal is then voted on at BASF's Annual Shareholders' Meeting. The Annual Shareholders' Meeting is usually convened during the second quarter of each year. BASF aims to increase its dividend each year.

ORGANIZATIONAL STRUCTURE

BASF SE is the largest operating company and the ultimate parent company of the BASF Group. BASF Group is a transnational chemical company that comprises the parent company and 295 fully consolidated subsidiaries including BASF SE as of December 31, 2019. In addition, seven joint operations are consolidated on a proportional basis, and 25 companies are accounted for using the equity method. Until December 31, 2018, BASF's portfolio was arranged into four segments: Chemicals, Performance Products, Functional Materials & Solutions and Agricultural Solutions.¹

Since January 1, 2019, BASF has twelve divisions grouped into six segments as follows:

- Chemicals: Petrochemicals and Intermediates
- Materials: Performance Materials and Monomers
- Industrial Solutions: Dispersions & Pigments and Performance Chemicals
- Surface Technologies: Catalysts & Coatings
- Nutrition & Care: Care Chemicals and Nutrition & Health
- Agricultural Solutions: Agricultural Solutions

On December 21, 2019, BASF and an affiliate of Lone Star, a global private equity firm, signed an agreement on the sale of BASF's construction chemicals business. The purchase price on a cash and debt-free basis is EUR 3.17 billion. The transaction is expected to close in the third quarter of 2020, subject to the approval of the relevant competition authorities. The Construction Chemicals division was previously reported under the Surface Technologies segment. The signing of the agreement had an immediate effect on the reporting of BASF Group. Retroactively as of January 1, 2018, sales and earnings of the Construction Chemicals division are no longer included in sales, EBITDA, EBIT and EBIT before special items of the BASF Group. Until closing, the income after taxes of the construction chemicals business will be presented in the income after taxes of BASF Group as a separate item ("Income after taxes from discontinued operations").

Following the approval of all relevant authorities, BASF and LetterOne completed the merger of Wintershall and DEA on May 1, 2019. In September 2018, BASF and LetterOne had signed a transaction agreement to merge their respective oil and gas businesses in a joint venture. Shareholder loans were replaced by bank loans in the course of the merger. Since May 1, 2019, BASF's participating interest in Wintershall Dea has been reported in the Consolidated Financial Statements of the BASF Group according to the equity method, with an initial valuation at fair value. The gain from the transition from full consolidation to the equity method is shown in income after taxes from discontinued operations. Since May 1, 2019, BASF has reported its share of Wintershall Dea's net income in EBIT before special items and in EBIT of the BASF Group, presented under Other. BASF and LetterOne intend to list Wintershall Dea on the stock exchange by way of an initial public offering (IPO) in 2021, provided market conditions

¹ Excluding the oil and gas activities presented as discontinued operations.

are suitable.

In addition to the segment structure, the composition of a number of divisions also changed as of January 1, 2019. The propylene oxide and propylene glycol business was transferred from the Petrochemicals division to the Monomers division. The superabsorbents business is now allocated to the Petrochemicals division rather than the Care Chemicals division. The styrene, polystyrene and styrene-based foams business, which previously mainly fell under the Performance Materials division and a small part under Other, is now bundled in the Petrochemicals division.

For financial reporting purposes, BASF organizes the regional divisions into four regions: Europe; North America; Asia Pacific; South America, Africa, Middle East.

Together with BASF's divisions, the three global research divisions – Process Research & Chemical Engineering, Advanced Materials & Systems Research and Bioscience Research – safeguard BASF's innovative capacity and competitiveness.

Business processes such as the procurement of raw materials and services, production and transport to customers were the shared responsibility of the divisions and the functional units in 2019. Seven functional units and eight corporate units supported the BASF Group's business activities. The functional and corporate units provided services in the areas of finance, human resources, tax and legal, engineering, site management, purchasing and logistics, environmental protection, health and safety, investor relations, and communications. As part of the further development of the corporate strategy, in 2019 BASF embedded business-critical parts of its functional units into the divisions, such as engineering services, procurement and logistics. This increased customer proximity and improved customer-specific agility.

Management and Supervisory Bodies

General

In accordance with the maintained two-tier administrative system, BASF has a Board of Executive Directors (*Vorstand*) and a Supervisory Board (*Aufsichtsrat*). The two boards are separate, and no individual is simultaneously a member of both boards.

The Board of Executive Directors is responsible for managing the business of BASF in accordance with the German Stock Corporation Act and BASF's Articles of Association. The Board of Executive Directors also represents BASF in its dealings with third parties and in court.

The principal function of the Supervisory Board is to appoint and supervise the Board of Executive Directors. The Supervisory Board may not make management decisions, but BASF's Articles of Association or the Supervisory Board itself may require the prior consent of the Supervisory Board for certain types of transactions.

Members of both the Board of Executive Directors and the Supervisory Board owe a duty of loyalty and care to BASF. In exercising these duties, the applicable standard of care is that of a diligent and prudent business person. Members of both boards must take into account a broad range of considerations when making decisions, foremost the interests of BASF, including its shareholders, employees and creditors and, to a certain extent, the interests of society. The members of the Board of Executive Directors and the Supervisory Board are personally liable to BASF for breaches of their duties of loyalty and care.

None of the members of the Supervisory Board or the Board of Executive Directors of BASF have any conflicts of interests between any duties to BASF and their private interests or other duties. The members of the Supervisory Board and of the Board of Executive Directors can be contacted at the address of the headquarters of BASF.

Board of Executive Directors

The number of members of the Board of Executive Directors is determined by the Supervisory Board, subject to a minimum of two members. As of the date of this Prospectus, BASF's Board of Executive Directors has six members.

Pursuant to the Articles of Association of BASF, any two members of the Board of Executive Directors or one member and the holder of a special power of attorney (*Prokura*) may legally bind BASF.

The Board of Executive Directors must report regularly to the Supervisory Board on the current business of BASF, on its business policies and other fundamental matters regarding the future conduct of its business, on its profitability, particularly on its return on equity, on the risk exposure of BASF and the risk management, as well as on any exceptional matters that may arise from time to time. The Supervisory Board is also entitled to request special reports at any time.

The Supervisory Board appoints members to the Board of Executive Directors for a maximum term of five years. Members of the Board of Executive Directors may be re-appointed (even prior to the expiration of her or his term) or have their terms extended for one or more terms. Each re-appointment or extension shall have a maximum term of five years.

Under certain circumstances, such as a serious breach of duty or a bona fide vote of no confidence by a majority of votes at a Shareholders' Meeting, a member of the Board of Executive Directors may be removed by the Supervisory Board prior to the expiration of her or his term. A member of the Board of Executive Directors may not deal with or vote on matters relating to proposals, arrangements or contracts between that member and BASF.

The Articles of Association of BASF require decisions of the Board of Executive Directors to be made by a simple majority unless the law requires a larger majority. In case of a tie, the chairman has the casting vote.

The following table shows the current members of BASF's Board of Directors effective as of January 1, 2020, and a list of responsibilities of outside directorships:

Name	Main Area of Responsibility	Membership on supervisory and advisory boards
Dr. Martin Brudermüller	Chairman of the Board of Executive Directors, responsible for Corporate Legal, Compliance, Tax & Insurance; Corporate Development; Corporate Communications & Government Relations; Corporate Human Resources; Corporate Investor Relations	-
Dr. Hans-Ulrich Engel	Vice Chairman of the Board and Chief Financial Officer, responsible for Corporate Finance; Corporate Audit; Global Business Services; Global Digital Services; Global Procurement	Chairman of the Supervisory Board of Wintershall Dea, Chairman of the Supervisory Board of Wintershall AG and member of the Shareholders' Committee of Nord Stream AG
Michael Heinz	Industrial Relations Director and Site Director of Ludwigshafen, responsible for Global Engineering Services, Corporate Environmental Protection, Health & Safety, European Site & Verbund Management, Region South America	Member of the Supervisory Board of Wintershall Dea and Chairman of the Administrative Council of BASF Antwerpen N.V.
Dr. Markus Kamieth	Responsible for Catalysts, Coatings, Dispersions & Pigments, Performance Chemicals, Advanced Materials & Systems Research, BASF New Business, Greater China, South & East Asia, ASEAN & Australia/New Zealand	Member of the Board of Directors of Solenis UK International Ltd.
Saori Dubourg	Responsible for Agricultural Solutions, Care Chemicals, Nutrition & Health, Construction Chemicals, Bioscience Research, Region Europe	Member of the Supervisory Board of Wintershall Dea
Wayne T. Smith	Responsible for Monomers, Performance Materials, Petrochemicals, Intermediates, Market & Business Development, Site & Verbund Management North America, Country Platforms North America, Process Research & Chemical Engineering	-

Supervisory Board

In accordance with the Articles of Association, the Supervisory Board of BASF SE comprises twelve members. Pursuant to Sec. 35 para. 1 of the German Act on the Participation of Employees in a European Company (*Gesetz über die Beteiligung der Arbeitnehmer in einer Europäischen Gesellschaft, SEBG*) and the Agreement Concerning the Involvement of Employees in BASF SE (Employee Participation Agreement) signed on November 15, 2007 by the company management and the representatives of BASF Group's European employees, seats on the Supervisory Board are accorded following the principle of parity. The six shareholder representatives on the Supervisory Board of BASF SE are elected by the Shareholders' Meeting. By way of derogation from Sec. 40 (2) of the Council Regulation (EC) No. 2157/2001, the six employee representatives are not elected by the Shareholders' Meeting, but appointed by the representative body of the employees, the BASF Europa Betriebsrat, in accordance with the Employee Participation Agreement. The term of office of the Supervisory Board commenced following the Annual Shareholders' Meeting on May 3, 2019, in which the shareholder representatives on the Supervisory Board were elected. It terminates upon conclusion of the Annual Shareholders' Meeting, which resolves on the discharge of members of the Supervisory Board for the fourth complete financial year after the term of office commenced; this is the Annual Shareholders' Meeting in 2024. Dr. Jürgen Hambrecht resigned as Chairman from the Supervisory Board effective upon conclusion of the Annual Shareholders' Meeting on May 3, 2020 and was succeeded by Dr. Kurt Bock.

At the end of the Supervisory Board meeting on July 22, 2020, Dr. Alexander C. Karp, CEO Palantir Technologies Inc., resigned from his position as a member of BASF SE's Supervisory Board for professional reasons. As a result, as of the date of this Prospectus, the Supervisory Board of BASF consists of only eleven members. A process to find a suitable new shareholder representative on the Supervisory Board has already been initiated.

Any Supervisory Board member elected by the shareholders at BASF's Shareholders' Meeting may be removed by a resolution of the Shareholders' Meeting. Any board member elected by the employees may be removed upon request of the employees. The Supervisory Board appoints a chairman and one or more deputy chairmen from among its members. According to Art. 42 sentence 2 SE Regulation, it is mandatory that the chairman of the Supervisory Board is a shareholder representative. The chairman is appointed with the majority of the votes of the members present or represented. In order to ensure that this principle is adhered to for the election of the chairman, it is stipulated in Article 11 No. 1 of the Articles of Association of BASF SE that during the election of the chairman of the Supervisory Board the oldest member in terms of age of the shareholder representative acts as the chairman and has therefore the casting vote. Pursuant to the agreement concerning the involvement of employees in BASF SE, one of the deputy chairmen shall be elected at the proposal of the employee representatives. Compensation for Supervisory Board members is determined by BASF's Articles of Association.

At least half of the total required number of members of the Supervisory Board must be present or participate in decision-making to constitute a quorum. Unless otherwise provided for by law or BASF's Articles of Association, resolutions are passed by a simple majority of the votes cast. In the event of a tie, the chairman has a casting vote.

The following table shows the current members of BASF's Supervisory Board at the date of this Prospectus and their principal occupation:

Name	Principal occupation
Dr. Kurt Bock Chairman	Chairman of the Supervisory Board of BASF SE
Sinischa Horvat ⁽¹⁾ Vice Chairman	Chairman of the BASF Europe Works Council; Chairman of the Joint Works Council of BASF Group; Chairman of the Works Council of the Ludwigshafen site of BASF SE
Franz Fehrenbach Vice Chairman	Chairman of the supervisory board of Robert Bosch GmbH
Prof. Dr. Thomas Carell	Professor for Organic Chemistry at Ludwig Maximilians University Munich
Tatjana Diether ⁽¹⁾	Member of the Works Council of BASF SE, Ludwigshafen Site and of the BASF Works Council Europe
Dame Alison J. Carnwath DBE	Senior Advisor Evercore Partners
Waldemar Helber ⁽¹⁾	Deputy Chairman of the Works Council of BASF SE, Ludwigshafen Site
Roland Strasser ⁽¹⁾	Regional Manager of the Rhineland-Palatinate/Saarland branch of IG

Name	Principal occupation
	BCE
Anke Schäferkordt	Member of the supervisory board of Serviceplan Group Management SE Member of supervisory bodies of Wayfair Inc.
Denise Schellemans ⁽¹⁾	Full-time trade union delegate
Michael Vassiliadis ⁽¹⁾	Chairman of the Mining, Chemical and Energy Industries Union

(1) Employee representative

BASF SE's Supervisory Board established a total of four Supervisory Board Committees: the Personnel Committee, the Audit Committee, the Nomination Committee and the Strategy Committee.

Employees

As of December 31, 2019, BASF Group employed a workforce of 117,628 employees worldwide. About 45.9% of the workforce is based in Germany. In 2019, BASF Group spent EUR 10,924 million on wages and salaries, social security contributions and expenses for pensions and assistance. Personnel expenses increased by 2.5% compared to the previous year. The increase in personnel expenses was due primarily to higher expenses for the long-term incentive program, a higher level of wages and salaries and the higher average number of employees resulting from the acquisition of significant parts of Bayer's business. Offsetting factors were the merger of the oil and gas businesses of BASF and DEA in the joint venture Wintershall Dea, as well as the decrease in expenses for pension benefits due to plan curtailments.

The following table details BASF Group's workforce on a regional basis as of December 31, 2019 and 2018, respectively:

	2019	2018
Europe	72,153	75,188
Thereof Germany	54,028	55,839
North America	19,355	20,069
Asia Pacific	18,634	19,303
South America, Africa, Middle East	7,486	7,844
Total	117,628	122,404

Credit ratings

S&P Global Ratings ("**S&P**")^{1,5} has assigned the long-term credit rating "A"^{3,4} (outlook negative) to BASF. Moody's Investors Service Ltd. ("**Moody's**")^{2,5} has assigned an "A3"^{4,6} rating (outlook stable).

¹ S&P is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of September 16, 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

² Moody's is established in the European Community and is registered under the CRA Regulation.

³ S&P has assigned the long-term credit rating A (outlook negative) to BASF, which indicates that the Issuer has a strong capacity to meet its financial commitments but is somewhat susceptible to adverse economic conditions and change in circumstances. The "negative" outlook reflects that S&P may lower the rating in the next 6 to 24 months.

⁴ A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

⁵ The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

⁶ Moody's has assigned an "A3" rating (outlook stable) which means that obligations of the Issuer are judged to be upper-medium grade and are subject to low default risk and that the Issuer has a strong ability to repay short-term debt obligations.

BUSINESS OVERVIEW – PRINCIPAL ACTIVITIES AND PRINCIPAL MARKETS

Introduction

With around 118,000 employees, six Verbund sites and 361 additional production sites worldwide BASF Group supports customers and partners in almost every country in the world. The portfolio ranges from chemicals, plastics, performance products to crop protection products.

For the year ended December 31, 2019, BASF Group reported sales of EUR 59,316 million, income from operations before special items of EUR 4,536 million.

Markets and sites

BASF has companies in more than ninety countries and supplies products to a large number of business partners in nearly every part of the world. In 2019, BASF Group achieved 40% of its sales with customers in Europe. In addition, 27% of sales were generated in North America; 24% in Asia Pacific; and 9% in South America, Africa and Middle East. BASF Group operates six Verbund sites as well as 361 additional production sites worldwide. The Verbund site in Ludwigshafen is one of the largest integrated chemical complexes in the world. This was where the concept of integrated production facilities (the "**Verbund**") was developed and continuously optimized before it was applied to other sites around the world.

The Production Verbund, for example, intelligently links production plants and thereby creates efficient value chains from basic chemicals right through to high value-added products such as aroma chemicals or crop protection products. In addition, by-products from one plant can be used as raw materials elsewhere. With this closely interlinked production system, BASF Group saves raw materials and energy costs. Another important part of the Verbund concept is the Energy Verbund, in which steam from production processes is not discharged into the environment but is captured to be used as an energy source at other production plants, thus making a major contribution to energy efficiency.

Organization of BASF Group

Until December 31, 2018, BASF's portfolio was arranged into four segments: Chemicals, Performance Products, Functional Materials & Solutions and Agricultural Solutions.¹ Since January 1, 2019, BASF's activities have been grouped into six segments: Chemicals, Materials, Industrial Solutions, Surface Technologies, Nutrition & Care and Agricultural Solutions. BASF's divisions bear operational responsibility and are organized according to sectors or products. They manage BASF's 54 global and regional business units and develop strategies for the 76 strategic business units. For detailed information please refer to chapter "organizational structure".

BASF Group strategy

BASF's aspiration is to be the world's leading chemical company. With BASF's updated corporate strategy, which was announced in November 2018, BASF is targeting profitable growth. BASF aims to grow organically and thus will strengthen its customer focus. The Asian market plays an important role in BASF's growth strategy. With a share of more than 40%, China is already the largest chemical market and drives the growth of global chemical production. By 2030, China's share will increase to nearly 50%, and BASF wants to participate in this growth. To drive forward BASF's growth in this market, BASF plans to build an integrated Verbund site in Zhanjiang in the southern Chinese province of Guangdong. BASF also wants to expand its existing joint venture with Sinopec in Nanjing.

New Targets from 2019 onwards

BASF wants to grow faster than the market and thus be economically successful and profitable. Furthermore, BASF wants to provide answers to the most pressing challenges of its time. To combat climate change and global warming, BASF has committed itself to growing production volumes without adding further CO₂ emissions until 2030. This means BASF will decouple greenhouse gas emissions from organic growth. BASF has also defined targets for a sustainable product portfolio, responsible procurement and engaged employees. Safety for people and the environment, inclusion of diversity and water management will remain a top priority.

The new targets apply from 2019 onward and have replaced BASF's previous goals. In this way, BASF wants to steer its business into a sustainable future and, at the same time, contribute to the implementation of the United Nations' Sustainable Development Goals (SDGs).

¹ Excluding the oil and gas activities presented as discontinued operations.

Financial targets

- Grow sales volumes faster than global chemical production every year
- Increase EBITDA before special items by 3% to 5% per year
- Achieve a return on capital employed (ROCE)¹ considerably above the cost of capital percentage every year
- Increase the dividend per share every year based on a strong free cash flow

Nonfinancial targets

- Grow CO₂-neutrally until 2030
- Achieve EUR 22 billion in Accelerator sales² by 2025
- Cover 90% of BASF's relevant spend³ with sustainability evaluations, and have 80% of BASF's suppliers improve their sustainability performance upon re-evaluation
- More than 80% of BASF's employees feel that at BASF, they can thrive and perform at their best

Existing nonfinancial targets

- Reduce the worldwide lost-time injury rate per 200,000 working hours to ≤0.1 by 2025
- Reduce worldwide process safety incidents per 200,000 working hours to ≤0.1 by 2025
- Introduce sustainable water management at all production sites in water stress areas and at all Verbund sites by 2030
- Increase the proportion of women in leadership positions with disciplinary responsibility to 22–24% by 2021

BASF's strategic action areas

BASF has defined six strategic action areas through which it will sharpen its customer focus.⁴

Innovation

BASF ambition is to be the most attractive partner for its customers whenever they are confronted with challenges that can be approached with chemistry. BASF research and development competences are unique in the chemical industry. BASF aims to build on and leverage its position as a leading innovator to jointly develop innovations for its customers. BASF will design its innovation chain to be as seamless as possible so that BASF can bring products to the market more quickly. This means fostering a higher level of excellence throughout the entire innovation process, starting from the lab all the way to the customer. For more information on innovation, see page 31 onward of the annual BASF Report 2019 incorporated by reference into this Prospectus.

Sustainability

BASF is successful in the long term when its products, solutions and technologies add value to the environment, society and the economy. BASF wants to be a thought leader in sustainability and increase the relevance of sustainability in its decision-making processes and business models. This secures the long-term success of the company, creates business opportunities and establishes BASF as a key partner supporting its customers. For more information on the integration of sustainability, see page 36 onward of the annual BASF Report 2019 incorporated by reference into this Prospectus.

Operations

BASF is committed to running its production safely, efficiently and reliably so that BASF can deliver products to its customers on spec and on time. BASF aims to further improve the reliability and availability of its plants, as well as its agility. Above and beyond this, continuous process improvements and effective debottlenecking of BASF's existing asset base are paramount to ensure BASF's competitiveness. For

¹ Return on capital employed (ROCE) is a measure of the profitability of BASF operations. BASF calculates this indicator as the EBIT generated by the segments as a percentage of the average cost of capital basis.

² Accelerator products are products that make a substantial sustainability contribution in the value chain.

³ BASF understands relevant spend as procurement volumes with suppliers defined as relevant. For more information, see page 90 of the annual report.

⁴ BASF defines six strategic action areas in its updated corporate strategy, which was announced in November 2018. They build on the four strategic principles of the "We create chemistry" strategy – we add value as one company; we innovate to make our customers more successful; we drive sustainable solutions; we form the best team – according to global trends and challenges as well as their implications for BASF.

more information on operations, see page 109 onward of the annual BASF Report 2019 incorporated by reference into this Prospectus.

Digitalization

BASF wants to make digitalization an integral part of BASF's business. This will create additional value for BASF's customers, grow BASF's business and improve efficiency. By promoting comprehensive digital skills among BASF's future leaders and its entire workforce, BASF will ensure that the necessary resources are available. For more information on digitalization, see pages 64, 110, 129 and 146 of the annual BASF Report 2019 incorporated by reference into this Prospectus.

Portfolio

BASF will sharpen its portfolio and focus its capital allocation more towards growing business areas. BASF will focus primarily on organic growth through capital expenditures and innovation, but also make targeted acquisitions where this makes strategic sense and creates value. The new segment structure will create a higher transparency regarding the steering of BASF's businesses, the importance of value chains and the role of BASF's Verbund. The physical, technological, market and digital integration of the Verbund continues to be at the core of BASF's portfolio and BASF's unique strength. For more information on BASF's organization and the Verbund, see page 19 onward of the annual BASF Report 2019 incorporated by reference into this Prospectus.

Employees

BASF aims to clearly position each business against its relevant competitors and establish a high-performance organization to enable BASF to be successful in an increasingly competitive market environment. BASF will adapt its business models and organizational structures so that each business unit can optimally serve its market segment. BASF's people are what will make the implementation of BASF's updated strategy successful. BASF relies on the engagement of its employees and give them the tools and skills necessary to be able to offer BASF's customers differentiated and customized products and services. For more information on employees, see page 126 onward of the annual BASF Report 2019 incorporated by reference into this Prospectus.

Corporate Values

BASF's maintains its four core values – creative, open, responsible, entrepreneurial.

Creative: BASF makes great products and solutions for its customers. This is why BASF embraces bold ideas and give them space to grow. BASF acts with optimism and inspire one another.

Open: BASF values diversity, in people, opinions and experience. This is why BASF fosters feedback based on honesty, respect and mutual trust. BASF learns from its setbacks.

Responsible: BASF values the health and safety of people above all else. BASF makes sustainability part of every decision. BASF is committed to strict compliance and environmental standards.

Entrepreneurial: BASF focuses on its customers, as individuals and as a company. BASF seizes opportunities and think ahead. BASF takes ownership and embrace personal accountability.

Global standards

BASF's standards fulfill or exceed existing laws and regulations and take internationally recognized principles into account. BASF respects and promotes:

- The 10 principles of the U.N. Global Compact
- The Universal Declaration of Human Rights and the two U.N. Human Rights Covenants
- The core labor standards of the ILO and the Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy (MNE Declaration)
- The OECD Guidelines for Multinational Enterprises
- The Responsible Care® Global Charter
- The German Corporate Governance Code

BASF stipulates rules for its employees with standards that apply throughout the Group. BASF sets itself goals with voluntary commitments and monitor its performance in terms of environmental protection, health and safety using BASF's Responsible Care Management System. In terms of labor and social standards, this takes place using three elements: The Compliance Program (including the compliance hotlines, which can be used for internal and external questions or complaints), close dialog with BASF's

stakeholders (such as with employee representatives or international organizations), and the global management process to respect international labor norms.

BASF's business partners are expected to comply with prevailing laws and regulations and to align their actions with internationally recognized principles. BASF has established appropriate monitoring systems to ensure this.

Value-Based Management

From the 2019 business year onward, the return on capital employed (ROCE) will replace EBIT after cost of capital as the most important key performance indicator for steering the BASF Group. ROCE already replaced the return on assets as the metric for variable compensation in 2018.

The BASF Group's steering concept

From the 2019 business year onward, EBIT after cost of capital will be replaced by the return on capital employed (ROCE). This is calculated as the EBIT generated by the segments as a percentage of the average cost of capital basis. As stated in BASF's strategic goals, BASF aims to achieve a ROCE above the cost of capital percentage every year.

Value-based management throughout the company

EBIT before special items and capex (capital expenditure) are key performance indicators for BASF that have a direct impact on ROCE and as such, support BASF's management.

EBIT before special items is used to steer profitability at Group and segment level. Capex is used to manage capital employed in the BASF Group. Capex is not just relevant to ROCE management, but also supports BASF's long-term goal to increase BASF's dividend each year based on a strong free cash flow.

Furthermore, BASF will continue to comment on and forecast sales at Group and segment level in its financial reporting as a significant driver for EBIT before special items and thus ROCE.

BASF's nonfinancial targets are focused more on the long term. As part of the implementation of BASF's strategy, BASF is investigating the possibility of establishing short-term steering mechanisms for its nonfinancial targets as well.

Integration of Sustainability

Strategy

BASF has defined sustainability focus areas in its corporate strategy to position itself in the market and at the same time, meet the growing challenges along the value chain:

- BASF sources responsibly
- BASF produces safely for people and the environment
- BASF produces efficiently
- BASF values people and treat them with respect
- BASF drives sustainable products and solutions

Relevant topics resulting from these commitments – such as energy and climate protection, portfolio management, supply chain responsibility, employee engagement, resource efficiency, responsible production and water – form the focal points of BASF's reporting. BASF integrates these topics into its long-term steering processes to increase societal acceptance and take advantage of business opportunities. Here, BASF considers three dimensions of materiality: The relevance of sustainability topics to its business, the impacts of its business activities along the value chain on sustainability topics, and how important these topics are to its stakeholders.

Portfolio management based on sustainability performance

Accelerator products make a substantial sustainability contribution in the value chain. This is why BASF will pursue a new, ambitious goal from 2019 onward: BASF aims to make sustainability an even greater part of its innovation power and achieve EUR 22 billion in Accelerator sales by 2025.

To achieve this goal, BASF will deeply integrate Sustainable Solution Steering into the research and development pipeline, in business strategies as well as in merger and acquisition projects.

BASF Group's segments per year-end 2019

Chemicals

Segment overview

The Chemicals segment consists of the Petrochemicals and Intermediates divisions. It supplies the other segments with basic chemicals and intermediates, contributing to the organic growth of BASF's key value chains. Alongside internal transfers, BASF's customers mainly come from the chemical and plastics industries. BASF aims to expand its competitiveness through technological leadership and operational excellence.

Segment strategy

The Chemicals segment is at the heart of the Verbund. Its production facilities supply BASF's segments with basic chemicals and intermediates for the production of higher value-added products. In this way, the segment makes a significant contribution to BASF's organic growth. The Chemicals segment is also a reliable supplier and provides chemicals of consistently high quality and markets them to customers in downstream industries.

BASF creates value through process and product innovation and invests in research and development to implement new, sustainable technologies and to make its existing technologies even more efficient. Technological leadership, operational excellence and a clear focus on individual value chains are among its most important competitive advantages. BASF concentrates on the critical success factors of the classic chemicals business: leveraging economies of scale and the advantages of its Verbund, high asset reliability, continuous optimization of access to raw materials, lean and energy efficient processes – including reducing greenhouse gas emissions – and reliable, cost-effective logistics. Furthermore, BASF is constantly improving its global production structures and aligning these with regional market requirements. BASF continuously improves its value chains and are expanding its market position – especially in Asia – with investments and collaborations in growth markets.

Alongside the planned construction of an integrated Verbund site in Zhanjiang in the southern Chinese province of Guangdong, BASF is evaluating a joint investment in a chemical complex in Mundra, India, together with its partners the Abu Dhabi National Oil Company (ADNOC), Abu Dhabi, United Arab Emirates; the Adani group (Adani), Ahmedabad, India; and Borealis AG (Borealis), Vienna, Austria. The parties signed a memorandum of understanding to undertake a joint feasibility study in October 2019. BASF's main focus is the investment in the acrylics value chain. In line with BASF's stated goal of CO₂-neutral growth until 2030, the partners are evaluating a globally unique concept to fully power the site with renewable energy.

In October 2018, BASF and Sinopec signed a memorandum of understanding to expand the existing 50-50 joint venture, BASF- YPC Company Limited (BYC), at the Verbund site in Nanjing, China. The aim is to further strengthen the joint production of chemical products in China.

In 2020, BASF will expand production capacities for neopentyl glycol at the Nanjing site to continue to support its Chinese customers' growth.

At its Verbund site in Antwerp, Belgium, BASF is planning a significant capacity expansion of its ethylene oxide plant. The project also includes several downstream plants, for example for the production of surfactants.

In Ludwigshafen, Germany, BASF further strengthened its Verbund by replacing its acetylene plant with a modern, highly efficient plant. The multi-stage startup process was completed in 2019.

Business review full-year 2019

Sales to third parties in the Chemicals segment declined by EUR 2,162 million year on year to EUR 9,532 million in 2019. This was mainly due to the considerable sales decrease in the Petrochemicals division of EUR 1,891 million to EUR 6,670 million. Sales also declined considerably in the Intermediates division by EUR 271 million to EUR 2,862 million.

Sales development was attributable to lower volumes and prices in both divisions, but especially in the Petrochemicals division. Here, sales volumes declined significantly as a result of the scheduled turnarounds of its steam crackers in North America and Europe. In addition, lower capacity utilization of

the condensate splitter in Port Arthur, Texas, had a negative impact on volumes development in North America. The slight decline in volumes in the Intermediates division was largely attributable to lower sales volumes for butanediol and derivatives, especially in the businesses serving the automotive and textile industries.

Prices also decreased significantly overall, particularly in the Petrochemicals division. Prices declined in all regions and business areas here, largely following the decrease in raw materials prices for naphtha and butane, BASF's most important feedstocks. Prices were also pushed down by new ethylene capacities in the United States as well as the trade conflict between the United States and China and the resulting market uncertainty. Price levels declined considerably in the Intermediates division, likewise in all regions and especially in the acids and polyalcohols business.

Positive currency effects in both divisions had a slight offsetting effect.

Income from operations (EBIT) before special items decreased by EUR 796 million compared with the previous year to EUR 791 million. The considerable decline in EBIT before special items affected both divisions, but especially Petrochemicals, and was the result of lower volumes and margins.

In particular, earnings from steam cracker products in the Petrochemicals division declined over the course of the year due to lower volumes, mainly owing to the scheduled turnarounds of its steam crackers in Europe and North America. Higher product availability on the market of ethylene, ethylene glycols and styrene monomers also contributed to the decrease in margins and earnings. In addition, fixed costs rose. In the previous year, BASF had received insurance refunds; in addition, maintenance expenses, especially for its steam crackers, were above the 2018 figure. Margins in the Intermediates division declined slightly overall. In the acids and polyalcohols business, margins were significantly lower due to higher product availability on the market.

EBIT declined by EUR 951 million to EUR 622 million. EBIT includes a special charge from the impairment of project costs for a planned methane-to-propylene plant on the U.S. Gulf Coast.

The construction of the new acetylene plant in Ludwigshafen, Germany, went according to plan and was started up on schedule in late 2019. In Nanjing, China, BASF built a plant for the production of several specialty amines. BASF's 50-50 joint venture there, BASF-YPC Company Limited, completed a capacity expansion for propionic acid.

Materials

Segment overview

The Materials segment is composed of the Performance Materials division and the Monomers division. The Materials segment's portfolio comprises advanced materials and their precursors for new applications and systems. These include isocyanates and polyamides as well as inorganic basic products and specialties for the plastics and plastics processing industries. BASF wants to focus primarily on organic growth through differentiation via specific technological expertise, industry know-how and customer proximity to maximize value in the isocyanate and polyamide value chains.

Strategy

The Materials segment provides a toolbox of high-performance materials that is unique in the industry. BASF's major integrated isocyanate and polyamide value chains are complemented by a number of specialties for the plastics and plastics processing industries. The Materials segment offers specially developed polymers and solutions to major customer industries such as automotive, construction, electrical and electronics, and consumer goods.

BASF caters to the growing needs of consumers in all key markets by developing new applications, high-performance materials, systems and digital solutions. Application know-how, industry knowledge and customer proximity are key differentiators. BASF's competence in this field is extended by advanced material simulation capabilities, which are a unique selling proposition in the industry.

Additional differentiators, which continue to gain importance, are BASF's product portfolio of bio-based material solutions and its sustainable production approaches. Such differentiated service and product offerings enable BASF to continuously expand the application horizon of its portfolio, thus generating innovative use cases and ultimately broadening markets. The segment's global production network allows BASF to operate close to its customers.

The new MDI synthesis unit in Geismar, Louisiana, is a major milestone toward increasing MDI production capacity in North America. This investment supports the growth of BASF's MDI customers in the North American market.

In September 2017, BASF signed an agreement with Solvay on the acquisition of Solvay's integrated polyamide business. The E.U. Commission approved the acquisition on January 18, 2019 subject to certain conditions, including the sale of Solvay's polyamide 6.6 (PA6.6) production facilities in Europe. Domo Chemicals was approved by the E.U. Commission as the buyer. The transactions between Solvay and Domo Chemicals and Solvay and BASF closed on January 31, 2020.

In late November 2019, the official groundbreaking ceremony was held for the first plants at the planned integrated Verbund chemical production site in Zhanjiang in the southern Chinese province of Guangdong. The plants will produce engineering plastics and thermoplastic polyurethane (TPU) to serve the growing demand in various growth industries in the southern Chinese market and throughout Asia.

Business review full-year 2019

Sales to third parties in the Materials segment declined by EUR 1,804 million compared with the previous year to EUR 11,466 million. This was mainly attributable to the Monomers division, where sales decreased considerably by EUR 1,351 million year on year to EUR 5,402 million. The Performance Materials division also recorded a considerable sales decrease of EUR 453 million to EUR 6,064 million.

The sales decrease was primarily driven by significantly lower prices for isocyanates in the Monomers division due to higher market supply. Price levels for polyamides also declined. In the Performance Materials division, sales were slightly reduced by lower sales prices as a result of lower raw materials prices for methylene diphenyl diisocyanate (MDI).

Sales volumes also declined in the Performance Materials division. The sales decrease here was driven by significantly lower demand for BASF products from key industries, particularly the automotive industry. In the Monomers division, volumes were at the prior-year level. Higher isocyanate volumes were offset by lower polyamide volumes due to weaker demand from key industries.

Currency effects had a slightly positive impact in both divisions.

In the Performance Materials division, sales to the automotive industry were considerably below the previous year due to lower volumes, primarily reflecting the significant drop in automotive manufacturers' production figures. Sales volumes were also negatively impacted by tighter environmental protection requirements in BASF's growth markets in Asia and political uncertainty. Sales in the consumer goods industry were likewise down from the prior-year level. The main driver was weak demand caused by political uncertainty in Europe and Asia, which dampened developments in BASF's thermoplastic polyurethanes business in particular. By contrast, BASF's biodegradable plastics business developed positively on the back of stronger demand and the favorable regulatory environment. Sales to the construction industry were considerably lower compared with the previous year, mainly due to lower sales prices, especially in Europe and Asia. Sales volumes also declined, largely as a result of lower demand for polyurethane systems in Europe, Asia and North America.

At EUR 1,003 million, income from operations (EBIT) before special items was EUR 1,397 million below the prior-year level. Both divisions contributed to the considerable decline in EBIT before special items, but in particular Monomers. The decrease in the Monomers division was mainly due to lower isocyanate margins. Lower volumes and prices in the polyamide value chain also had a negative effect. Volumes also declined in the Performance Materials division.

In addition, fixed costs in the Monomers division were slightly higher than in the previous year. This was primarily attributable to the insurance refunds received in the third quarter of 2018.

EBIT declined by EUR 1,401 million year on year to EUR 973 million. Special charges arose in 2019, mainly from preparations for the integration of the Solvay businesses acquired on January 31, 2020, and in connection with the Excellence Program.

Industrial Solutions

Segment overview

The Industrial Solutions segment consists of the Dispersions & Pigments and the Performance Chemicals divisions. The segment develops and markets ingredients and additives for industrial applications, such as fuel and lubricant solutions, polymer dispersions, pigments, resins, electronic materials, antioxidants, light stabilizers, oilfield chemicals, and mineral processing and hydrometallurgical chemicals. BASF aims to drive organic growth in key industries such as automotive, plastics, electronics, and energy and resources, and expand its position in value-enhancing additives and solutions by leveraging its comprehensive industry expertise and application know-how.

Strategy

BASF takes on the challenges posed by important future issues, especially population growth: scarce resources, environmental and climatic stressors, greater demand for food and the desire for better quality of life. In doing so, BASF focuses on research and development and maintain close relationships with leading companies in its customer industries. BASF positions itself globally to reliably supply customers in all regions. BASF invests in the development of innovations that enable its products and processes – as well as its customers' applications and processes – to make a contribution to sustainability: for example, by allowing resources to be used more efficiently.

BASF's products create additional value for its customers and enable market differentiation. BASF develops new solutions together with its customers and strive for long-term partnerships that create profitable growth opportunities for both parties. Efficient production setups, backward integration in its Production Verbund's value chains, capacity management, and technology and cost leadership are essential here.

BASF supports its customers by serving as a reliable supplier with consistently high product quality, good value offerings and lean processes. BASF draws on its in-depth application knowledge and technological innovations to strengthen customer relationships in key industries.

BASF is increasing global production capacity for the antioxidant Irganox® 1010 by 40% through production increase projects at its sites in Jurong, Singapore, and Kaisten, Switzerland. With the start of production in Kaisten in 2019 and Jurong in early 2021, BASF aims to better serve the growing demand from customers in Asia and Europe, the Middle East and Africa.

BASF launched its Glystant® branded engine coolant products in the North American automotive market in January 2020. Capital investments at BASF's production site in Cincinnati, Ohio, are underway, adding to its global footprint, which includes sites in Europe, Asia and South America.

In 2019, BASF doubled the production capacity for the adhesive raw material acResin® with the startup of a second production facility in Ludwigshafen, Germany.

To provide a reliable supply of high-quality dispersions solutions in the growing ASEAN, Australian and New Zealand markets, BASF plans to double the production capacity for acrylics dispersions in Pasir Gudang, Malaysia. The new line will be operational in 2020.

On January 31, 2019, BASF and Solenis completed the transfer of BASF's paper and water chemicals business to Solenis as announced in May 2018. Since February 1, 2019, BASF has held a 49% share in Solenis, which is accounted for using the equity method.

On August 29, 2019, BASF and DIC, Tokyo, Japan, reached an agreement on the acquisition of BASF's global pigments business. The assets and liabilities to be divested were reclassified to a disposal group in the Dispersions & Pigments division as of this date. The transaction is expected to close in the fourth quarter of 2020, subject to the approval of the relevant competition authorities.

Business review full-year 2019

At EUR 8,389 million, sales to third parties in the Industrial Solutions segment were EUR 731 million below the prior-year figure in 2019. This was primarily attributable to considerably lower sales in the Performance Chemicals division, where sales decreased by EUR 617 million to EUR 3,211 million. Sales in the Dispersions & Pigments division declined slightly by EUR 114 million to EUR 5,178 million.

The sales decrease largely reflected the transfer of BASF's paper and water chemicals business, which was previously reported under the Performance Chemicals division, to the Solenis group as of January 31, 2019.

Volumes were also lower overall. Slightly higher sales volumes in the Performance Chemicals division, especially for fuel and lubricant solutions, were unable to offset the slightly lower volumes in the Dispersions & Pigments division.

The slight decline in prices in both divisions, mainly as a result of lower raw materials prices, also contributed to the sales decrease.

Positive currency effects in both divisions, especially relating to the U.S. dollar, had an offsetting impact.

Income from operations (EBIT) before special items rose by EUR 152 million to EUR 820 million. This was mainly the result of lower fixed costs, positive currency effects and higher margins. In both divisions, BASF considerably improved earnings compared with the previous year.

The earnings improvement in the Performance Chemicals division was attributable to lower fixed costs and positive currency effects.

The slight margin growth in the Dispersions & Pigments division was due to positive currency effects and lower raw materials prices. In addition, fixed costs were below the prior-year level thanks to cost optimization measures.

Compared with 2018, EBIT rose by EUR 236 million to EUR 889 million. EBIT included special income of EUR 185 million in the Performance Chemicals division from the transfer of BASF's paper and water chemicals business to the Solenis group.

Surface Technologies

Segment overview

The Surface Technologies segment comprises the Catalysts and Coatings divisions. The segment bundles the chemical surface solution businesses. Its portfolio includes coatings, surface treatments, catalysts and battery materials for the automotive and chemical industries. The aim is to drive organic growth by leveraging BASF's portfolio of technologies and establishing the company as a leading and innovative solution provider in fields such as battery materials.

Strategy

In the Surface Technologies segment, its focus is on the protection, modification and development of surfaces. BASF develops innovative products and technologies in close collaboration with its customers from the catalysts, coatings, battery materials and surface treatments sectors. BASF's aim is to drive organic growth by leveraging its portfolio of technologies to find the best solution for its customers in terms of functionality and cost. This helps its customers to drive forward innovation in their industries and contribute to sustainable development.

Key growth drivers for BASF are the positive medium-term development of the automotive market, especially in Asia, the trend toward sustainable, low-emission mobility in the automotive industry, and the associated rise in demand for battery materials for electromobility. Together with its customers, BASF is developing customized, sustainable solutions in these growth areas for battery materials, emission control, lightweight engineering concepts and coatings. Its specialties and system solutions enable customers to stand out from their competition.

BASF aims to establish itself as a leading and innovative provider of battery materials and benefit from the strong growth in this specific market segment. A global production network for battery materials is crucial here. In 2018, BASF started construction of a plant in Harjavalta, Finland, to produce battery material precursors for the European automotive market. The production plant is being built next to the nickel and cobalt refinery owned by Norilsk Nickel (Nornickel). BASF and Nornickel have signed a long-term, market-based supply agreement for nickel and cobalt from Nornickel's metal refinery. With the investment, BASF will be present in all major regions with local battery materials production and increased customer proximity. Another focus area is the continuous optimization of BASF's product and services portfolio and its structures according to different regional market requirements as well as trends in its customer industries.

On December 21, 2019, BASF and an affiliate of Lone Star, a global private equity firm, signed an agreement on the sale of BASF's construction chemicals business. The transaction is expected to close in the third quarter of 2020, subject to the approval of the relevant competition authorities. The Construction Chemicals division was previously reported under the Surface Technologies segment.

Business review full-year 2019

Sales to third parties in the Surface Technologies segment rose by EUR 1,943 million to EUR 13,142 million. This was due to considerably higher sales in the Catalysts division, which was up EUR 1,927 million from the previous year at EUR 9,396 million. At EUR 3,746 million, sales in the Coatings division were at prior-year level.

Sales growth was largely driven by the significant increase in precious metal prices in the Catalysts division. BASF also achieved slightly higher prices overall in the Coatings division. Prices rose in the automotive refinish coatings and decorative paints businesses in particular.

Positive currency effects, mainly relating to the U.S. dollar, increased sales slightly in both divisions.

Volumes also increased slightly overall. This was attributable to higher volumes in the Catalysts division for mobile emissions catalysts, in precious metal trading, and for battery materials and refining catalysts. By contrast, sales volumes declined for chemical catalysts. In precious metal trading, sales rose to EUR 4,585 million, mainly due to higher prices (2018: EUR 3,190 million). Volumes development in the Coatings division was dampened slightly by weaker demand from the automotive industry.

In the Coatings division, BASF significantly increased sales of decorative paints in South America, mainly as a result of higher volumes and prices. BASF recorded slightly lower sales in the automotive OEM coatings business. Lower volumes on the back of a slowdown in the automotive market could only be partly offset by positive currency effects and higher sales prices. By contrast, BASF slightly increased sales of automotive refinish coatings: Higher sales prices in all regions more than offset lower sales volumes in North America in particular. Sales remained at the prior-year level in the surface treatments business. Higher prices in all regions and positive currency effects, especially in North America, were offset by lower volumes, particularly in Asia Pacific and Europe.

BASF considerably increased income from operations (EBIT) before special items by EUR 105 million to EUR 722 million. This was mainly attributable to considerable growth in the Coatings division, largely driven by lower fixed costs and higher margins as a result of higher prices and the positive development of raw materials costs. BASF slightly increased EBIT before special items in the Catalysts division, primarily from volumes growth. Higher fixed costs, mainly due to the startup of new plants, had an offsetting effect.

BASF improved EBIT by EUR 89 million year on year to EUR 663 million. This includes special charges from efficiency programs.

Nutrition & Care

Segment overview

In the Nutrition & Care segment – consisting of the Care Chemicals and Nutrition & Health divisions – BASF serves the growing and increasingly sophisticated demands for fast-moving consumer goods. BASF's customers include food and feed producers as well as the pharmaceutical, cosmetics, detergent and cleaner industries. The company strives to expand its position as a leading provider of ingredients and solutions for consumer applications in the areas of nutrition, home and personal care. BASF's goal is to drive organic growth by focusing on emerging markets, new business models and sustainability trends in consumer markets, supported by targeted acquisitions.

Strategy

In the Nutrition & Care segment, BASF strives to expand its position as a leading provider of nutrition and care ingredients for consumer applications. BASF aims to enhance its technology capabilities in fields such as biotechnology and broaden its product portfolio with biobased and biodegradable innovations. BASF focuses on emerging markets, new business models and sustainability trends in consumer markets – supported by targeted acquisitions. A strong integration of various standard products such as surfactants and vitamins into the Verbund enables efficient production structures and cost leadership.

Consumer demands and the markets for its products are constantly changing. In the future, growth in these markets will be driven by natural and organic ingredients, traceability of ingredients, sustainable solutions and a growing consumer base. In addition, the trend toward individualization and local production supports new players and business models. To better meet these dynamic consumer demands, BASF aims to enhance and broaden its technology and product portfolio.

Innovation will be the key driver here, which is why BASF offers its customers tailor-made solutions and new functionalities via product and process innovation. Research platforms focusing on bio-based and biodegradable products have been established to complement its existing portfolio. BASF is working on innovative approaches beyond the existing purely chemical solutions with research and development in white biotech and fermentation technologies. Its enzymes unit, founded in 2018, centrally steers the research, technology and production of the enzyme businesses at BASF. In addition, this business unit markets enzymes directly. This allows BASF to focus and accelerate existing enzyme business in various industries.

In September 2019, BASF entered the market for natural flavors and fragrance ingredients with the acquisition of Isobionics, one of the innovation leader in biotechnology serving the global market for natural flavors and fragrances, and through a cooperation agreement with Conagen, Bedford, Massachusetts, one of the leader in biotechnology research.

For standard products such as vitamins or surfactants, BASF focuses on backward integration in its Production Verbund's value chains and cost leadership.

BASF is expanding its existing ibuprofen production capacities in Bishop, Texas. Its expanded vitamin A production facilities in Ludwigshafen, Germany, are scheduled to begin operation in early 2021. BASF will also expand its integrated complex for ethylene oxide and derivatives such as surfactants at the Verbund site in Antwerp, Belgium.

By the end of 2021, BASF will increase its capacities for methane sulfonic acid by around 65% to better meet growing cross-industry demand and strengthen its position as a leading global producer. This involves an investment to construct a new methane sulfonic acid plant at the Ludwigshafen site in Germany. Methane sulfonic acid is a strong organic acid used in numerous applications ranging from chemical and biofuel synthesis to industrial cleaning and metal surface treatment in the electronics industry.

After expanding capacities in North America in 2018, BASF also expanded production capacities for alkyl polyglycosides (APGs) in China in 2019. APGs, which are used as surfactants in formulations for industries such as cosmetics, detergents and cleaners, are made completely from renewable raw materials and are biodegradable.

Business review full-year 2019

Sales to third parties in the Nutrition & Care segment amounted to EUR 6,075 million in 2019, EUR 135 million above the prior-year figure. This was the result of considerable sales growth of EUR 261 million to EUR 1,957 million in the Nutrition & Health division. By contrast, sales were slightly lower in the Care Chemicals division, declining by EUR 126 million compared with 2018 to EUR 4,118 million.

The sales increase was mainly attributable to significantly higher volumes in the Nutrition & Health division, especially of citral-based products from BASF's plants in Ludwigshafen, Germany, and Kuantan, Malaysia. This more than offset lower volumes in the Care Chemicals division.

Consistently positive currency effects in both divisions also lifted sales slightly.

By contrast, sales were weighed down by slightly lower prices in both divisions. In the Care Chemicals division, price levels declined in the oleo surfactants and alcohols business in particular. In the Nutrition & Health division, the animal nutrition business saw the biggest decline in prices.

BASF improved its income from operations (EBIT) before special items slightly by EUR 57 million year on year to EUR 793 million thanks to a significantly higher contribution from the Care Chemicals division. The increase in EBIT before special items in the Care Chemicals division was largely driven by higher margins, especially in the oleo surfactants and alcohols business and in the home care, industrial and institutional cleaning and industrial formulators business, and one-off contractual income in the personal care solutions business.

EBIT before special items in the Nutrition & Health division decreased considerably compared with 2018. This was mainly attributable to higher fixed costs. In 2018, fixed costs were partly offset by insurance refunds for production outages. Higher margins due to improved product availability in 2019 had an offsetting effect.

EBIT declined by EUR 71 million year on year to EUR 644 million. This included impairments in connection with the optimization of production sites within the Nutrition & Health division.

BASF produces citral, citronellol and menthol at its new aroma ingredients complex in Kuantan, Malaysia. BASF entered the market for natural flavors and fragrance ingredients with the acquisition of Isobionics, an innovation leader in biotechnology, and through a cooperation agreement with Conagen, a leader in biotechnology research.

Agricultural Solutions

Segment overview

In the Agricultural Solutions segment, BASF aims to further strengthen its market position as an integrated provider of crop protection products, seeds and digital solutions. The portfolio comprises fungicides, herbicides, insecticides and biological crop protection products, as well as seeds and seed treatment products. BASF's strategy is based on innovation-driven organic growth, targeted portfolio expansion and leveraging synergies from acquisitions. Customer needs, societal expectations and regulatory requirements are the company's innovation drivers for the segment.

Strategy

In mid-2019, BASF completed the integration of a range of businesses and assets acquired from Bayer. With this, BASF achieved its goal of ensuring business continuity from day one and created a solid foundation for growth. This acquisition has transformed its position in the agricultural industry: BASF now connects seeds and traits, crop protection and digital solutions. This enables the company to optimize farm yields and profitability, and better address environmental and societal demands.

With its innovation-based strategy in agriculture, BASF puts the farmer's business at the center of BASF activities. As one of the world's leading agricultural solutions companies, BASF focuses its activities on its major strategic customer segments and selected crop combinations, known as crop systems: soy, corn (maize) and cotton in the Americas; wheat, canola (oilseed rape) and sunflowers in North America and Europe; rice in Asia; and fruit and vegetables globally. With a deep understanding of the way individual growers manage their farms and crop systems, BASF can better serve them with a connected offer based on its expanded portfolio and practical, down-to-earth advice.

The success of BASF's customers depends on many factors such as weather, plant health, soil conditions and prices for agricultural produce. Farmers today have to analyze more and more data of increasing complexity to make the right agronomic decisions. BASF's innovative digital products, marketed under the xarvio® Digital Farming Solutions brand, help its customers to use this data to their advantage, supporting better decision-making and ensuring more efficient and sustainable resource allocation.

BASF actively steers its offer for farmers and the agricultural industry toward sustainable solutions by integrating sustainability into all business and portfolio decisions. Sustainability criteria are firmly embedded in its entire research and development process. BASF invests continually in its well-stocked innovation pipeline to identify and further develop compounds that benefit both farmers and the environment. BASF aligns its research approach and investments with its strategic crop systems to support the success of its customers with innovations.

Investments

Major projects included the expansion and modernization of production and filling capacities for its fungicide Revysol® in Europe and the United States. BASF expanded breeding capacities for its vegetable seeds business at the Nunhem site in the Netherlands. BASF also invested in the modernization of site infrastructure and in the digitalization of process control systems in the Americas and Europe. To meet the continuing high demand for its innovative solutions in the future, BASF will invest around EUR 1,230 million in developing and expanding its infrastructure and in its production and formulation capacities for active ingredients between 2020 and 2024.

Research & Development

In 2019, BASF invested EUR 879 million in research and development in the Agricultural Solutions division, representing around 11% of sales for the segment. Its well-stocked innovation pipeline now has an even stronger focus on sustainable solutions. It comprises products to be launched between 2019 and 2029. With a peak sales potential¹ of more than EUR 7.5 billion, its pipeline includes innovations from all business areas. More than 30 pipeline products will be launched worldwide by 2029. These will enable higher yields and quality and even more sustainable production. The expanded research and development activities in the Agricultural Solutions division range from seeds, including traits, research and breeding capacities, to solutions that protect plants against fungal diseases, insect pests and weeds, and improve soil management and plant health.

BASF's biotechnology activities and its research and development capabilities comprise advanced breeding techniques, analytics, technology platforms, trait validation and specific research expertise. These are closely aligned with further activities in the field of biotechnology, which are part of BASF's Bioscience Research unit. Research and development expenses, sales, earnings and all other data for BASF's Bioscience Research unit are not reported in the Agricultural Solutions segment; they continue to be reported under Other.

Its seeds and traits research and development activities in field crops and vegetables enable BASF to leverage even greater innovation potential and position BASF to seize future market opportunities and increase its competitiveness.

BASF has a strong, global network of research sites, an outstanding research pipeline and a wide range of products and solutions. These help farmers meet the demand for increased agricultural productivity and better nutrition for a growing population on limited arable land. Its aim is to improve crops and their cultivation, and to develop products and digital solutions for safe, field-specific application. From a sustainability perspective, this enables BASF to help farmers use resources efficiently, optimize crop cultivation and protection, and achieve greater and more secure yields in an increasingly challenging environment. Reconciling the production of nutritious food with environmental and climate demands requires a holistic approach. In the future, agriculture must be able to respect and balance the needs of nature and society and take an open view in evaluating all the available technologies. The work of its research platform on gene identification focuses on the discovery and development of plant characteristics that enable higher yields and better quality, disease resistance, and tolerance of negative environmental factors such as drought. BASF applies all recognized scientific methods, including genetic engineering and selective genome editing.

BASF's innovative products and services help farmers to use natural resources more efficiently and promote biodiversity. BASF is involved with numerous scientific and public organizations and initiatives. BASF is working on solutions for sustainable agriculture that meet long-term economic, ecological and social needs. For instance, in 2013 BASF established the Farm Network in Europe together with external conservation and environmental experts to increase biodiversity across intensively farmed land. In Germany, for example, there are currently 53 farms in the network. These show on 63,000 hectares of land how modern agriculture and biodiversity can go hand in hand.

Business review full-year 2019

The Agricultural Solutions segment increased sales to third parties considerably by EUR 1,658 million to EUR 7,814 million in 2019. This was driven by the strongly positive contribution from the businesses and assets acquired from Bayer in August 2018.² A slightly higher price level and currency effects also contributed to the positive year-on-year sales development. In a continuing difficult market environment, sales volumes in North America and Europe were lower than in the previous year.

In Europe, BASF improved sales by EUR 98 million to EUR 2,120 million. This was largely attributable to portfolio effects from the acquired businesses. In addition, BASF recorded a slightly higher price level. Sales development was dampened by lower volumes, especially for herbicides and fungicides, and negative currency effects, particularly in Turkey.

¹ Peak sales describes the highest sales value to be expected in one year.

² Until August 2019, the sales contribution from the acquired businesses is still reported as a portfolio effect in BASF's analysis of sales effects, as the acquisition of significant businesses and assets from Bayer was closed in August 2018. For the period thereafter, the sales contribution is included in the explanations of the volumes, price and currency effects described here.

BASF increased sales in North America by EUR 942 million to EUR 3,108 million. The sales increase was mainly the result of portfolio effects from the acquired businesses. In addition, BASF recorded positive currency effects and a higher price level. Sales volumes were significantly lower than in the previous year, particularly for herbicides and fungicides. This was attributable to distributor destocking and challenges relating to weather conditions and the trade conflicts, especially in the first half of 2019. Sales in Asia rose by EUR 140 million to EUR 785 million. This was mainly due to portfolio effects from the acquired businesses. Higher volumes, especially for herbicides, and currency effects also contributed to sales growth.

In the region South America, Africa, Middle East, sales rose by EUR 478 million to EUR 1,801 million. This was primarily due to significantly higher volumes, particularly for fungicides and herbicides. Sales volumes rose significantly, particularly in Brazil. A higher price level and portfolio effects from the acquired businesses also contributed to the sales increase. Currency effects had an offsetting impact.

Income from operations (EBIT) before special items was EUR 1,095 million, EUR 361 million above the 2018 figure. The increase was largely attributable to considerably higher sales.

At EUR 928 million, EBIT was EUR 337 million higher than in the previous year. Special charges primarily arose from the integration of the acquired Bayer businesses. This was offset by special income from divestitures in accordance with the conditions imposed by the authorities in connection with the acquisition.

WINTERSHALL DEA

Following the approval of all relevant authorities, BASF and LetterOne successfully completed the merger of Wintershall and DEA on May 1, 2019. In September 2018, BASF and LetterOne had signed a transaction agreement to merge their respective oil and gas businesses in a joint venture.

To effect the merger, LetterOne contributed all shares in DEA Deutsche Erdoel AG into Wintershall Holding GmbH against the issuance of new shares. BASF holds 67% and LetterOne 33% of Wintershall Dea's ordinary shares reflecting the value of the respective exploration and production businesses of Wintershall and DEA. To reflect the value of Wintershall's gas transportation business, BASF received additional preference shares. This resulted in a total initial shareholding of BASF in Wintershall Dea of 72.7%. No later than 36 months after closing but definitely before an Initial Public Offering (IPO), these preference shares will be converted into ordinary shares of Wintershall Dea.

Since May 1, 2019, BASF's participating interest in Wintershall Dea is reported in the consolidated financial statements of the BASF Group according to the equity method.

BASF and LetterOne envisage to list Wintershall Dea via an IPO in 2021, subject to market conditions.

As a result of the merger, Wintershall Dea has a regionally balanced footprint with superior growth opportunities. Based on underlying exploration and production projects, the company is on track to reach a daily production of 750,000 to 800,000 BOE between 2021 and 2023 from currently 590,000 BOE per day. This equals an annual production growth rate of 6% to 8%. Wintershall Dea expects to realize synergies of at least EUR 200 million per year as of the third year following the closing of the transaction.

BASF's Group Segments as per half-year 2020

Chemicals

The Chemicals segment comprises the Petrochemicals and Intermediates divisions and is the cornerstone of BASF's Verbund structure. It supplies the other segments with basic chemicals and intermediates, contributing to the organic growth of BASF's key value chains. Alongside internal accounts, customers include the chemical and plastics industries. The segment's competitiveness is augmented through technological leadership and operational excellence.

Half-year 2020

In the Chemicals segment, sales were considerably lower than in the first half of 2019. This was mainly attributable to significantly lower prices in both divisions. In the Petrochemicals division in particular, price levels declined as a result of higher product availability on the market, lower raw materials prices and continued weak demand. Higher sales volumes in the Petrochemicals division had an offsetting effect. BASF was able to increase volumes of steam cracker products after the scheduled turnarounds of the

steam crackers in Port Arthur, Texas, and Antwerp, Belgium, in the prior-year period. EBIT before special items declined considerably in both divisions, but especially in the Petrochemicals division due to lower margins and lower income from our equity-accounted joint venture in Nanjing, China, as a result of scheduled turnarounds. In the Intermediates division, the decrease in EBIT before special items was primarily attributable to lower margins, a decline in sales volumes and higher fixed costs, mainly from the gradual startup of the new acetylene plant in Ludwigshafen, Germany.

Materials

The Materials segment is composed of the Performance Materials division and the Monomers division. It offers advanced materials and their precursors for new applications and systems. Its product portfolio includes isocyanates and polyamides as well as inorganic basic products and specialties for plastics and plastics processing in various industries.

Half-year 2020

Sales in the Materials segment declined considerably compared with the prior-year period. This was mainly due to lower volumes, especially in the Performance Materials division, as a result of weaker demand from all customer industries, but especially from the automotive industry. Significantly lower price levels Lower prices, particularly for isocyanates and polyamides in the Monomers division, also contributed to the sales decrease. Sales in both divisions were positively impacted by portfolio effects from the acquisition of Solvay's the integrated polyamide business from Solvay had an offsetting impact in both divisions. Currency effects had a negative impact on sales. Compared with the prior-year quarter, EBIT before special items declined considerably in both divisions, but especially in the Monomers division. This was primarily due to the result of lower isocyanate margins on the back of weak demand. In the Performance Materials division, the decrease in EBIT before special items was largely due to the development of sales volumes.

Industrial Solutions

The Industrial Solutions segment comprises the Dispersions & Pigments division and the Performance Chemicals division. It develops and markets ingredients and additives for industrial applications such as polymer dispersions, pigments, resins, electronic materials, antioxidants and admixtures. Its customers come from key industries such as automotive, plastics and electronics.

Half-year 2020

Sales in the Industrial Solutions segment were considerably below the level of the first half of 2019. This was primarily the result of lower sales volumes in both divisions. A lower price level due to lower raw materials prices, especially in the Dispersions & Pigments division, also contributed to the sales decrease. Sales were likewise reduced by the transfer of BASF's paper and water chemicals business, which was previously reported under the Performance Chemicals division, to the Solenis group as of January 31, 2019. EBIT before special items declined considerably compared with the prior-year period. This was largely attributable to the considerable earnings decrease in the Performance Chemicals division, mainly from the development of sales volumes and the transfer of BASF's paper and water chemicals business to the Solenis group. EBIT before special items in the Dispersions & Pigments division declined slightly due to lower volumes.

Surface Technologies

The Surface Technologies segment bundles chemical solutions for surfaces with the Catalysts, Coatings, and Construction Chemicals divisions. Its product spectrum includes catalysts and battery materials for the automotive and chemical industries, surface treatments, colors and coatings as well as cement modifications and construction materials.

Half-year 2020

BASF considerably increased sales in the Surface Technologies segment, sales declined slightly due to a considerable sales decrease in the Coatings division. The sales development was primarily driven by significantly lower sales volumes in both divisions. This was due to weak demand from the automotive industry due to the effects of the coronavirus pandemic. Significantly higher prices overall mainly as a result of higher precious metal prices in the Catalysts division. Sales development was also positively

impacted by currency effects in the Catalysts division. Lower sales volumes due to weak demand from the automotive industry, especially in the Coatings division, had an offsetting effect. EBIT before special items in both divisions was considerably below the level of the prior-year level quarter in both divisions due to the development of sales volumes, especially in the Coatings division.

Nutrition & Care

The Nutrition & Care segment comprises the Care Chemicals division and the Nutrition & Health division. This segment produces ingredients for consumer products in the area of nutrition, cleaners and personal care. Its customers include food and feed producers as well as the pharmaceutical, cosmetics, and the detergent and cleaner industries.

Half-year 2020

BASF slightly increased sales in the Nutrition & Care segment. This was primarily due to significantly higher sales volumes in the Nutrition & Health division was mainly attributable to, especially in the aroma ingredients, pharmaceutical and human nutrition businesses. Higher volumes in the home care, industrial and institutional cleaning and industrial formulators business, as well as in the oleo surfactants and alcohols business contributed to sales growth. Negative currency effects, especially in South America, partially offset this increase. EBIT before special items was increased significantly compared with the prior-year quarter thanks to slight volumes growth in the Care Chemicals division. Offsetting factors were a lower price level in the Care Chemicals division as a result of lower raw materials prices and negative currency effects in both divisions. EBIT before special items improved considerably due to a significantly higher contribution from the Nutrition & Health division. This was mainly driven by higher margins on the back of volumes growth. In the Care Chemicals division, EBIT before special items was slightly below the level of the first half of 2019, largely due to higher fixed costs, primarily as a result of a one-off contractual payment in the prior-year period.

Agricultural Solutions

The Agricultural Solutions segment consists of the division of the same name. As an integrated provider, its product portfolio comprises fungicides, herbicides, insecticides and biological crop protection products, as well as seeds and seed treatment products. Furthermore, Agricultural Solutions offers farmers innovative solutions, including those based on digital technologies, combined with practical advice.

Half-year 2020

The Agricultural Solutions segment recorded a slight improvement in sales compared with the first half of 2019. This was due to higher volumes, especially in North and South America. By contrast, sales were dampened by negative currency effects, particularly in the region South America, Africa, Middle East. Prices were on a level with the prior-year period. BASF slightly increased EBIT before special items. This was mainly driven by higher sales and lower fixed costs. Sales in Other declined considerably compared with the prior-year period. This primarily reflected the decrease in commodity trading and the remaining activities of the paper and water chemicals business. EBIT before special items was considerably above the figure for the first half of 2019. This was largely attributable to valuation effects for the BASF long-term incentive program.

RESPONSIBLE CONDUCT ALONG THE VALUE CHAIN

Supplier Management

BASF's partnerships with suppliers are based on mutual value creation, as well as a reliable supply of raw materials, technical goods and services at competitive prices.¹ BASF works together in an open and transparent way to generate long-term benefits for both sides. In doing so, BASF creates value added that goes above and beyond procurement alone. For example, BASF develops solutions to target market-specific customer requirements together with its suppliers. BASF's sustainability-oriented supply chain management contributes to risk management by clarifying its expectations and standards for its suppliers, and by supporting them in carrying out its requirements. BASF counts on reliable supply relationships and wants to make its suppliers' contribution to sustainable development transparent to BASF.

Due to the size and scale of BASF's supplier portfolio, its suppliers are evaluated based on risk, including both country and industry-specific risks. BASF actively promotes sustainability in the supply chain and has set itself ambitious targets for this: By 2025, BASF aims to have conducted sustainability evaluations for 90% of the BASF Group's relevant spend² and will develop action plans where improvement is necessary. BASF will work towards having 80% of suppliers improve their sustainability performance upon re-evaluation. In 2019, 81% of the relevant spend had been evaluated. Of the suppliers re-evaluated in 2019, 52% had improved. The global targets are embedded in the personal goals of persons responsible for procurement.

Raw materials

The Verbund system is an important component of BASF's resource efficiency concept: The by-products of one plant often serve as feedstock elsewhere, helping BASF to use raw materials more efficiently. BASF also contributes to the circular economy with its ChemCycling™ project. In 2019, BASF purchased a total of around 30,000 different raw materials from more than 7,000 suppliers. Important raw materials (based on volume) include naphtha, liquid gas, natural gas, benzene and caustic soda. In addition to fossil resources, BASF also employs renewable raw materials. BASF uses these to manufacture products that either cannot be made with fossil resources, or only at significantly greater effort, for example. In addition, BASF's biomass balance approach enables the company to allocate renewable raw materials to many of the products in its portfolio. Independent certification confirms that BASF has replaced the fossil feedstock needed for the sold biomass balance product with renewable resources. Products manufactured using this approach are indistinguishable from those produced solely from fossil raw materials. As for fossil raw materials, BASF also considers how renewable raw materials impact sustainability topics along the value chain. As well as positive effects like saving greenhouse gas emissions, these can also have negative effects on areas such as biodiversity, land use or working conditions, depending on the raw material. BASF aims to minimize these raw material-specific risks with measures, projects and targeted involvement in sustainability initiatives in the relevant value chains. At a workshop in Ludwigshafen, Germany, BASF discussed with more than 90 recycling and standardization experts how the mass balance approach can be standardized to drive forward circular economy models. The starting point for discussions was a white paper from the CE100 (Circular Economy 100) initiative of the Ellen MacArthur Foundation, to which BASF sustainability experts had also contributed.

Environmental Protection, Health and Safety

Responsible Care Management System

BASF's Responsible Care Management System comprises the global directives, standards and procedures for safety, security, health and environmental protection for the various steps along its value chain. BASF's regulations cover the transportation of raw materials, activities at the sites and warehouses, and distribution of the products as well as the customers' application of the products. Specifications for implementing these measures are laid out in binding directives that are introduced in consultation with employee representatives. These describe the relevant responsibilities, requirements and assessment methods. BASF's policies and requirements are constantly updated. BASF also maintains a dialog with government institutions, associations and other international organizations. BASF sets ambitious goals for safety and security, and health and environmental protection. BASF regularly conducts audits to monitor its performance and progress. BASF assesses the potential risks and weaknesses of all its activities – from research and production to logistics – and the effects of these on the safety and security of BASF's

¹ BASF considers all direct suppliers of the BASF Group in the business year 2019 concerned as Tier 1 suppliers. These are suppliers that provide BASF with raw materials, investment goods, consumables and services. Suppliers can be natural persons, companies or legal persons under public law.

² BASF understands relevant spend as procurement volumes with relevant suppliers. BASF defines relevant suppliers as Tier 1 suppliers showing an elevated sustainability risk potential as identified by its risk matrices and its purchasers' assessments. BASF also uses further sources of information to identify relevant suppliers such as evaluations from Together for Sustainability (TfS), a joint initiative of chemical companies for sustainable supply chains.

employees, the environment or the surroundings. In databases, BASF document accidents, near misses and safety-related incidents at its sites as well as along its transportation routes to learn from these; appropriate measures are derived according to specific cause analyses.

Safety in production

The safety of its employees, contractors and neighbors, and protecting the environment is BASF's top priority. This is why BASF has set itself ambitious goals for occupational and process safety as well as health protection. BASF stipulates mandatory global standards for safety, security, and environmental and health protection.

A worldwide network of experts ensures these are implemented. As part of its continuous improvement process, BASF regularly monitors progress toward its goals. BASF promotes risk awareness for every individual with measures such as systematic hazard assessments, specific and ongoing qualification measures and global safety initiatives.

BASF analyzes accidents, incidents and their causes in detail at a global level to learn from these. Hazard analyses and the risk minimization measures derived from them are an important prevention tool. BASF also promotes regular dialog across different sites to strengthen risk awareness among its employees and contractors, to learn from examples of good practice and in this way, continually develop its safety culture.

By 2022, BASF will introduce digital solutions and applications at more than 350 of its plants to further increase the safety, security, planning capability and availability of its plants. For example, augmented reality solutions will support daily operations by providing direct, fast access to the required information with mobile end devices and apps. Other digital solutions will enable BASF to perform predictive maintenance or efficiently simulate maintenance and production processes in digital plant models.

Based on BASF's corporate values, leaders serve as safety role models for the company's employees. Environmental protection, health, safety and security are discussed with newly appointed senior executives. Senior executives with a particular responsibility for such topics, for example in production, also receive specific further training to be able to meet their responsibilities.

Product stewardship

BASF is committed to continuously minimizing the negative effects of its products on the environment, health and safety along the value chain – from development to disposal. This commitment to product stewardship is enshrined in its Responsible Care® charter and the initiatives of the International Council of Chemical Associations (ICCA). BASF also ensures uniformly high standards for product stewardship worldwide. In some cases, BASF has committed to voluntary initiatives that go beyond the local legal requirements.

BASF maintains and evaluates environmental, health and safety data for its substances and products in a global database. This information is updated continuously. The database forms the basis for its safety data sheets, which BASF makes available to its customers in around 40 languages. Its global emergency hotline network enables the company to provide information around the clock. BASF trains and supports its customers in fulfilling their industry or application-specific product requirements. In associations and together with other manufacturers, BASF is pushing for the establishment of voluntary global commitments to prevent the misuse of chemicals.

BASF supports the implementation of initiatives such as the Global Product Strategy (GPS) of the ICCA. GPS is establishing worldwide standards and best practices to improve the safety management of chemical substances and to support governments in the introduction of local chemical regulations. BASF is also involved in initiatives such as workshops and training seminars in developing countries and emerging markets. In 2019, these included the ASEAN (Association of Southeast Asian Nations) workshop on regulatory cooperation in Vietnam and a Responsible Care workshop in Argentina.

Transportation and storage

BASF wants its products to be safely loaded, transported, handled and stored. This is why BASF depends on reliable logistics partners, global standards and an effective organization. BASF's goal is to minimize risks along the entire transportation chain – from loading and transportation to unloading. Some of its guidelines for the transportation of dangerous goods go above and beyond national and international dangerous goods requirements. BASF has defined global guidelines and requirements for the storage of its products and regularly monitor compliance with these.

BASF regularly assesses the safety and environmental risks of transporting and storing raw materials and sales products with high hazard potential using its global guideline. This is based on the guidelines of the European Chemical Industry Council (CEFIC). BASF also has binding global standards for load safety. BASF stipulates worldwide requirements for its logistics service providers and assesses them in terms of

safety and quality. BASF's experts use its own evaluation and monitoring tools as well as internationally approved schemes.

At the Verbund site in Ludwigshafen, Germany, around 40% of incoming volumes are transported to the site by ship under normal conditions. In 2018, logistics were impacted by the low water levels on the Rhine River caused by the hot and dry summer. BASF is implementing various measures to make the site more resilient to extended low water events. For instance, BASF is involved in creating an early warning system for low water, have chartered ships that can navigate low water levels, are investing in making loading stations more flexible, and are additionally developing BASF's own type of ship together with partners. BASF is also a co-signatory of the German Federal Ministry of Transport's "Low water on the Rhine" action plan, which aims to improve shipping conditions on the Rhine over the coming years with various measures. BASF recorded no extended low water events in 2019.

BASF is actively involved in external networks, which quickly provide information and assistance in emergencies. These include the International Chemical Environmental (ICE) initiative and the German Transport Accident Information and Emergency Response System (TUIS), in which BASF plays a coordinating role. In 2019, BASF provided assistance to other companies in 165 cases worldwide (2018: 145). BASF applies the experience it has gathered to set up similar systems in other countries. Since 2019, external experts such as the public fire services or other emergency responders can consult BASF's systems for information on the detection of chemical substances in the human body. This "human biomonitoring" can be used to determine and evaluate whether and what amount of chemical substances have been absorbed by the human body during a rescue operation. It can be used to test and verify the efficacy of safety measures taken and of safety equipment, which is of particular importance for the health protection of emergency responders. BASF's experts provide assistance in evaluating whether human biomonitoring is feasible in a specific case, and in selecting the target substances to be tested, as well as appropriate sampling methods including transport and storage of samples.

Energy and climate protection

Climate protection is very important to BASF. As a leading chemical company, BASF wants to achieve CO₂-neutral¹ growth until 2030: BASF aims to keep total greenhouse gas emissions from its production sites and its energy purchases stable at the 2018 level while growing production volumes. Sharp increases due to the startup of large-scale plants will be progressively offset. When deciding on investments and acquisitions, BASF systematically considers the effects on greenhouse gas emissions.

BASF wants to reach its climate protection target and enable further reductions with plant optimization measures, by purchasing low-carbon energy, and with a research and development program to reduce its greenhouse gas emissions over the long term. BASF has bundled these measures in its carbon management program. In addition, BASF will also consider temporarily taking external offsetting measures such as purchasing certificates if the technical or economic environment does not permit a stabilization of emissions at the 2018 level using the above approaches.

Most of BASF's greenhouse gas emissions are attributable to the consumption of energy. At sites with internal supply capabilities, BASF primarily relies on highly efficient combined heat and power plants with gas and steam turbines, and on the use of heat released by production processes. Furthermore, BASF is committed to energy management that helps the company analyze and further improve the energy efficiency of its plants on an ongoing basis. BASF continuously analyzes potential risks to its business operations arising in connection with the topics of energy and climate protection and derive appropriate measures.

BASF offers its customers solutions that help prevent greenhouse gas emissions and improve energy and resource efficiency. Around half² of its annual research and development spending goes toward developing these products and optimizing its processes.

Its climate protection activities are based on a comprehensive analysis of its emissions. BASF reports on greenhouse gas emissions in accordance with the Greenhouse Gas Protocol as well as the sector-specific standard for the chemical industry.

Since 2004, BASF has participated in the international non-profit organization CDP's program for reporting on data relevant to climate protection. BASF achieved a score of A- in CDP's rating for 2019, thus attaining Leadership status again. Companies on the Leadership level are distinguished by factors such as the completeness and transparency of their reporting. They also pursue comprehensive approaches in

¹ The goal includes other greenhouse gases according to the Greenhouse Gas Protocol, which are converted into CO₂ equivalents.

² Costs not relevant to the calculation of this share include research expenses in early innovation stages of the phase-gate process, patent costs and expenses for supporting services.

managing the opportunities and risks associated with climate change as well as emissions reduction strategies to achieve company-wide goals.

Climate protection is a shared global task. BASF advocates climate protection by supporting initiatives to this end. For instance, BASF spearheaded the World Economic Forum's initiative on Collaborative Innovation for Low-Carbon Emitting Technologies in the Chemical Industry. In July 2019, BASF and the World Economic Forum invited participants to a kick-off workshop in Ludwigshafen, Germany. Representatives from 20 international chemical companies met with the goal of accelerating CO₂ reduction through future cooperation. BASF also supports the recommendations of the Task Force on Climate-related Financial Disclosures (TCFD). In 2019, BASF shared learnings and best practices on the implementation of the TCFD recommendations with four industry peers at a TCFD Preparer Forum for Chemicals. For the first time, this report includes an overview showing the sections and subsections in which TCFD-relevant information can be found.

Water

BASF aims to use water as sparingly as possible and further reduce emissions to water. To do so, BASF has set out a Group directive with globally applicable standards.

BASF is introducing sustainable water management at all relevant production sites. These include its major Verbund sites as well as the sites in water stress areas. BASF has expanded its definition of water stress areas to all areas in which more than 40% of available water is used by industry, household and agriculture (previous definition: more than 60% of available water). Sustainable water management considers the quantitative, qualitative and social aspects of water use. BASF wants to identify where BASF can improve at its sites, and use as little water as possible, especially in water stress areas. BASF offers its customers solutions that help purify water and use it more efficiently while minimizing pollution.

In order to ensure transparency in its reporting on water, BASF once again took part in CDP reporting in 2019. BASF achieved the top grade of A and thus Leadership status for sustainable water management. CDP's evaluation of sustainable water management includes how transparently companies report on their water management activities and what they do to reduce risks, such as water scarcity. CDP also assesses the extent to which product developments – even at the customers of the companies under evaluation – can contribute to sustainable water management.

Air and soil

Regular monitoring of BASF's emissions to air is a part of its environmental management. Aside from greenhouse gases, BASF also measures emissions of other pollutants into the atmosphere. Its climate protection activities are based on a comprehensive analysis of its emissions.

Its Raw Material Verbund helps the company prevent or reduce waste. BASF regularly carries out audits to inspect external waste disposal companies to ensure that waste is properly disposed of. In this way, BASF also contribute to preventive soil protection and keep today's waste from becoming tomorrow's contamination. If soil and groundwater contamination occurs at active or former BASF sites, proper remediation measures are reviewed based on prevailing legal and current technical standards, and undertaken as necessary.

Employees

BASF's employees are key to the successful implementation of the company's strategy. BASF is convinced of the value of excellent employees, leaders and working conditions, and strives to give its employees the tools and skills necessary to be able to offer its customers products and services with an even greater level of differentiation and customization. This positions BASF to meet the challenges of an increasingly rapidly changing environment, demographic change and the digital workplace. In everything BASF does, the company is committed to complying with internationally recognized labor and social standards.

Customer Orientation

To be the world's leading chemical company for its customers, BASF wants to further strengthen its customer focus throughout the entire organization. This is why BASF is aligning its business even closer with the needs of its customers.

Its diverse portfolio – from basic chemicals to high value-added products and system solutions – means that BASF is active in many value chains and value creation networks. As a result, BASF uses various business strategies, which BASF flexibly adapts to the needs of individual industries. These range from cost leadership to tailored, customer-specific solutions for downstream products. This industry orientation is primarily driven forward and enhanced by the divisions. Around half of its business units are oriented toward specific industries.

BASF is continually refining its organization to even better meet the different needs of its customers. In 2019, BASF embedded significant parts of its functional services – including parts of research and development, IT, procurement, human resources and communications – into the operating divisions. This makes the operating divisions more agile, enabling them to target specific market demands and differentiate themselves from the competition.

BASF aims to put the customer at the center of its decisions and everything BASF does. Its ability to optimally combine its in-depth expertise with its wide range of resources reflects its ambition to be more than just a supplier. BASF positions itself as a solution-oriented system provider. BASF wants to work closely with its partners to develop custom solutions that are both profitable and sustainable. BASF contributes its expertise to optimize processes and applications together with its customers.

To even better understand its customers' needs, BASF regularly asks them for feedback on its performance. In 2019, BASF rolled out the Net Promoter System® worldwide to establish ongoing, closer dialog with customers and further increase customer satisfaction and customer loyalty. This digital platform creates a framework to learn from feedback and respond quickly.

In 2019, BASF also worked on an expanded IT-based customer relationship management system. BASF wants to roll out this state-of-the-art, even more user-friendly application in 2020 to help sales employees deliver customer support.

BASF is also pursuing a series of measures that will increase transparency for its customers, enhance customer service and explore joint growth potential. Its comprehensive understanding of value chains and value creation networks as well as its global setup and market knowledge remain key success factors.

MAJOR SHAREHOLDERS

Under the German Securities Trading Act (*Wertpapierhandelsgesetz*, WpHG) shareholders and individuals having access to voting rights are obliged to notify the issuer and the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, BaFin) immediately when reaching, exceeding or falling below the thresholds of 3, 5, 10, 15, 20, 25, 30, 50 or 75% of the voting rights in a publicly listed company either through the acquisition or disposal of shares or other financial instruments or by any other means (Sections 33, 38 and 39 WpHG).

For details of the history of notifications received by BASF where holders exceeded or fell below any of the statutory notification thresholds mentioned above refer to:

<https://www.basf.com/en/company/investor-relations/share-and-adrs/shareholder-structure/notification-of-voting-rights.html>.

The information on this website does not form part of the Prospectus and has not been scrutinised or approved by the Commission.

Based on notifications received by BASF pursuant to Section 33 Paragraph 1 of the WpHG BASF is, as of the date of this Prospectus, not aware of any shareholder owning ten percent or more of BASF's outstanding shares.

To BASF's knowledge, BASF is not directly or indirectly controlled or owned by another cooperation, by any government, or by any other natural or legal person, acting severally or jointly, and there are no arrangements which may result in a change of control.

MATERIAL CONTRACTS

BASF Group did not enter into any contracts in the ordinary course of business, which could result in any member of the BASF Group being under an obligation or an entitlement that is material to BASF's ability to meet its obligations to the Holders in respect of the Notes.

LEGAL PROCEEDINGS

General

BASF Group companies are involved in legal, regulatory, governmental and arbitration proceedings in Germany and a number of foreign jurisdictions, including the United States, involving claims by and against them, which arise in the ordinary course of their businesses, including in connection with their business activities, employers, investors and taxpayers. It is not feasible to predict or determine the ultimate outcome of the ending or threatened proceedings. The management does not believe that the

outcome of these proceedings, including those discussed below, will have or have had in the 12 months preceding the date of this Prospectus significant effects on the financial position or profitability of BASF and/or BASF Group after consideration of any applicable reserves.

Specific proceedings

BASF Corporation has potential liability under the Comprehensive Response, Compensation and Liability Act of 1980, as amended, and related state laws for investigation and cleanup at certain sites. The Lower Passaic River Study Area ("**LPRSA**") is one such site comprising the lower 17 miles of the Passaic River in New Jersey. BASF Corporation and more than 60 other companies (collectively, the Lower Passaic River Study Area Cooperating Parties Group or CPG) agreed to complete a remedial investigation / feasibility study (RI/FS) of the LPRSA. In 2016, the United States Environmental Protection Agency ("**USEPA**") selected a final remedy for the lower eight miles of the LPRSA. In late 2018, USEPA indicated being amenable to the CPG's approach for remediation work in the upper portion of the LPRSA. Completion of the RI/FS occurred in August 2019 and a formal decision from USEPA on a targeted approach for the upper portion of the LPRSA is expected for 2020. BASF Corporation established a provision covering BASF's currently estimated share of the remediation costs.

Between November 2014 and March 2015, a putative class action lawsuit and several additional lawsuits were filed in the United States District Court of the Southern District of New York against BASF Metals Limited ("**BML**"), based in the United Kingdom, along with other defendants, alleging violations of antitrust and commodities laws stemming from the price discovery process for platinum and palladium. The lawsuits were consolidated, and a Second Consolidated Amended Class Action Complaint naming, among others, BASF Corporation, was eventually filed in July 2015 and dismissed on jurisdictional grounds on March 28, 2017. On May 15, 2017, the plaintiffs filed an amended Complaint that renews allegations against defendants and BML, while BASF Corporation is not named as a defendant. The defendants filed a renewed Joint Motion to Dismiss and BML filed a renewed Motion to Dismiss. In 2018 and 2019, no further developments in this proceeding occurred. A pro se complaint filed in September 2015 that was not consolidated into the Second Consolidated Amended Class Action Complaint was ultimately dismissed as of November 18, 2019.

Furthermore, BASF SE and its affiliated companies are defendants in or parties to a variety of judicial, arbitral or regulatory proceedings on a recurring basis. To BASF's current knowledge, none of these proceedings will have a material effect on the economic situation of BASF Group.

SIGNIFICANT CHANGES/TREND INFORMATION

There have been no significant changes in the financial position of BASF Group since June 30, 2020. There has been no material adverse change in the prospects of BASF since the date of the last published audited financial statements as of December 31, 2019. There has not been any significant change in the financial performance of BASF Group since June 30, 2020, the end of the last financial period for which financial information has been published, to the date of the Prospectus.

OUTLOOK

Economic developments in the first half of 2020 were significantly impacted by the coronavirus pandemic. The sharp drop in economic activity in China in January and February was followed by similar declines in almost all countries worldwide from March onward due to government-ordered or voluntary closures of production and sales sites and many other restrictions. Global gross domestic product is expected to have fallen by around 6% year on year in the first half of 2020.

The economic downturn has impacted BASF customer industries to varying degrees. Although demand from the detergent and cleaner industry and the food industry remained stable, production here was also affected by restrictions. Much higher supply and demand-related losses were seen in particular by the consumer durables, energy and resources, and construction industries. The automotive industry was particularly strongly affected: Globally, production fell by around one-third in the first half of 2020, although China, the world's largest automotive market, was already recording year-on-year growth of 10% in the second quarter after a decrease of 46% in the first quarter.

Based on preliminary, partly estimated data, global industrial production contracted by around 8% in the first half of 2020. Industrial production in China sank by nearly 10% in the first quarter of 2020 but returned to growth of almost 5% in the second quarter. The rest of the world saw what are expected to be double-digit decreases overall in the first half of 2020.

Global chemical production contracted by around 4% year on year in the first half of the year. In China, this fell by almost 8% in the first quarter of 2020. In the second quarter, by contrast, it was again nearly 4% above the prior-year level. The recovery in China began as early as March, while the United States and the E.U. first saw signs of a stabilization at a low level in May. Chemical production in the United States declined by around 7% overall in the second quarter compared with the prior-year period. The E.U. recorded a total decrease of 11% in April and May. In Japan, chemical production declined by a total of 13% in April and May compared with the same months in the previous year.

The price of oil averaged \$ 40 per barrel (Brent crude) in the first half of 2020, below the average for the prior-year period (\$ 66 per barrel). The oil price fluctuated sharply due to the collapse in demand and the initial failure of OPEC+ negotiations on production cuts.

For the second half of 2020, BASF anticipate a high level of uncertainty due to the ongoing coronavirus pandemic.

Some of the risks relating to short-term demand and margin development presented in the BASF Report 2019 have materialized as a result of the coronavirus pandemic. Due to the high level of uncertainty at present, the development of demand and margins is exposed to increased risk in the second half of the year.

The coronavirus pandemic also poses a significant risk for long-term macroeconomic developments. In the absence of a recovery in the near future, the Company sees an increased impairment risk for some items of property, plant and equipment and intangible assets. The Company does not yet have sufficient visibility to predict the long-term economic effects of the coronavirus crisis; and is analyzing market developments for potential needs for impairment. Above and beyond this, BASF does not see any material new or increased risks as a result of the crisis, such as supply chain disruption risks or the risk of default on receivables.

According to BASF assessment, there continue to be no individual risks that pose a threat to the continued existence of the BASF Group. The same applies to the sum of individual risks.

For the third quarter of 2020, the Company currently does not expect EBIT before special items to improve significantly compared with the second quarter of 2020, in part due to the generally lower demand in August and the seasonality of the Agricultural Solutions business.

On April 29, 2020, BASF withdrew its outlook for the 2020 business year as the economic effects of the coronavirus pandemic on customer industries, especially the automotive industry, cannot be reliably estimated. Given the continued high level of uncertainty surrounding economic developments due to the effects of the pandemic and the low visibility, it is still not possible to make any concrete statements on the development of sales and earnings for the full-year 2020.

The Company expect to close the divestiture of the construction chemicals business in the third quarter of 2020 and the divestiture of the pigments business in the fourth quarter of 2020, subject to the approval of the relevant competition authorities in each case. The Company does not see any significant increase in risks for the closing of the transactions as a result of the pandemic.

RECENT EVENTS

Since January 1, 2020, as part of the implementation of BASF's corporate strategy, the operating divisions, cross-functional service units, the regions and a lean Corporate Center have formed the cornerstones of the new BASF organization. This organizational realignment has created the conditions for greater customer proximity, increased competitiveness and profitable growth.

On February 12, 2020, BASF announced a new battery materials production site in Schwarzheide, Germany, as part of its multi-step investment plan to support the European electric vehicle (EV) value chain. This state-of-the art plant will produce cathode active materials (CAM) with an initial capacity enabling the supply of around 400,000 full electric vehicles per year with BASF battery materials. Innovative cathode materials by BASF increase the performance of batteries, promoting the success of climate-friendly mobility.

On March 6, 2020, Fortum, BASF, and Nornickel have signed a letter of intent to plan a battery recycling cluster in Harjavalta, Finland, serving the electric vehicle market. This would enable a successful 'closed loop' cycle to re-use the critical metals present in used batteries.

On March 17, 2020, BASF announced that due to the rapid spread of the coronavirus (SARS-CoV-2) in Germany, BASF SE will not be able to hold its Annual Shareholders' Meeting on April 30, 2020 at the

Rosengarten Congress Center as planned. As a result of the postponement of the Annual Shareholders' Meeting, the proposed dividend cannot be paid out on May 6, 2020 as planned. This is subject to a corresponding resolution on the appropriation of profit by the BASF Annual Shareholders' Meeting. Depending on the progression of the virus and the measures imposed by the relevant authorities, BASF SE aims to hold the Annual Shareholders' Meeting within the statutory period of six months after the beginning of the fiscal year (until June 30, 2020) for companies with the legal form of a Societas Europaea (SE).

On April 9, 2020, BASF announced to hold a virtual Annual Shareholders' Meeting on June 18, 2020.

On April 29, 2020, BASF withdrew its outlook for 2020 business year. The sales and earnings forecast for the 2020 business year provided by BASF on February 28, 2020, will not be able to be met. The company is therefore withdrawing its outlook. It is currently impossible to reliably estimate both the length and the further spread of the coronavirus pandemic, as well as future measures to contain it. Consequently, concrete statements on the future development of sales and earnings cannot be made at present.

On June 15, 2020, BASF announced that its battery materials plants in Europe advance as planned. After the casting of the foundation for its precursor cathode active material plant in Harjavalta, Finland, BASF has officially started construction. In addition, BASF has secured the construction permits to begin building the new cathode active material plant in Schwarzheide, Germany. Despite the ongoing coronavirus pandemic, the multi-step investment project is progressing as scheduled for a 2022 start-up.

The dividend of EUR 3.30 per share as proposed by the Board of Executive Directors and Supervisory Board for the 2019 business year was approved at the Annual Shareholder's meeting on June 18 2020.

On June 18, 2020, the Supervisory Board of BASF SE has elected Dr. Kurt Bock as the new chairman of the Supervisory Board of BASF SE. Bock had previously been elected to the Supervisory Board of BASF SE by the Annual Shareholders' Meeting as a shareholder representative. The term runs until the end of the Annual Shareholders' Meeting in 2024. Bock succeeds Dr. Jürgen Hambrecht.

BASF FINANCE EUROPE N.V. AS ISSUER

STATUTORY AUDITORS

The independent auditor of BASF Finance is BDO Audit & Assurance B.V., P.O. Box 71730, 1008 DE Amsterdam, Krijgsman 9, 1186 DM Amstelveen, The Netherlands. The auditor signing on behalf of BDO Audit & Assurance B.V. is a member of the Royal Netherlands Institute of Chartered Accountants (Koninklijke Nederlandse Beroepsorganisatie van Accountants) in the Netherlands. They have audited the financial statements of BASF Finance for the year 2019, which was prepared in accordance with Dutch GAAP and have issued an unqualified opinion.

The independent auditor of BASF Finance for the financial statements 2018 was Grant Thornton Accountants en Adviseurs B.V., Flemingweg 10, P.O. Box 2259, 2400 CG Alphen aan den Rijn, The Netherlands. They were members of The Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*). They have audited the financial statements of BASF Finance for the year 2018, which was prepared in accordance with Dutch GAAP and have issued unqualified opinions.

At the end of 2018, BASF Finance was informed by Grant Thornton that they will convert their PIE license to a non-PIE permit in 2019 and for this reason are not able to audit the Annual Report 2019. After conducting a tender, BDO Audit & Assurance B.V. was appointed as auditor for the financial year 2019.

Investors should read the information below together with the financial statements of BASF Finance, including the notes thereto, and the other financial information that is included elsewhere in, or incorporated by reference into, this Prospectus.

SELECTED FINANCIAL INFORMATION

The financial information below was extracted from the audited financial statements of BASF Finance for the years ended December 31, 2019 and 2018 and from the unaudited half-year reports 2020 and 2019. All statements have been prepared in accordance with Dutch GAAP.

	January 1, 2020 - June 30, 2020	January 1, 2019 - June 30, 2019
	thousand EUR	
Sales	0	0
Financial result	(722)	(892)
Other operating expenses	91	64
Net income	(606)	(683)
	January 1, 2020 - June 30, 2020	January 1, 2019 - June 30, 2019
	thousand EUR	
Total assets	1,700,083	1,697,980
Stockholders' equity	9,745	11,536
Noncurrent liabilities	682,931	1,677,485
Current liabilities	1,007,407	8,087
Current ratio	1.019	3.181

	January 1, 2019 – December 31, 2019	January 1, 2018 – December 31, 2018
	thousand EUR	
Sales	0	0
Financial result	(2,241)	(1,899)
Other operating expenses	174	172
Tax on result from ordinary activities	547	574
Net income	(1,868)	(1,497)

	December 31, 2019	December 31, 2018
	thousand EUR	
Total assets	1,695,729	3,349,080
Stockholders' equity	10,351	12,219
Provisions	-	1,187
Noncurrent liabilities	681,997	3,325,377
Current liabilities	1,003,381	10,297
Current ratio	1.019	2.699

	for the Financial Year ended Dec. 31		for the second quarter period ended June 30	
EUR thousand	2019	2018	2020	2019
Cash flows from operating activities	534	(187)	901	1,481
Cash flows from financing activities	(1,650,000)	169,147	-	(1,650,000)
Cash flows from investing activities	1,650,000	(169,147)	-	1,650,000

HISTORICAL FINANCIAL INFORMATION

The audited financial statements of BASF Finance for the fiscal year ending on December 31, 2018 and the auditor's report thereon, contained in the Financial Report on pages 9-35, are incorporated by reference into this Prospectus.

The audited financial statements of BASF Finance for the fiscal year ending on December 31, 2019 and the auditor's report thereon, contained in the Financial Report on pages 9-34, are incorporated by reference into this Prospectus.

The unaudited interim financial statements of BASF Finance as of June 30, 2020, contained in the Semi-Annual Report 2020 on pages 8-22, are incorporated by reference into this Prospectus.

GENERAL INFORMATION ABOUT BASF FINANCE

BASF Finance Europe N.V. was incorporated on April 22, 1976 under the laws of The Netherlands as a public limited liability company (*naamloze vennootschap*). It is operating under the laws of The Netherlands. The company has its corporate seat in Arnhem, The Netherlands and is registered with the trade register of the Dutch chamber of commerce (*Handelsregister van de Kamer van Koophandel*) under number 09041351. Its registered office is: Groningensingel 1, 6835 EA Arnhem, The Netherlands (telephone: 0031-26371 7171).

BASF Finance acts solely to facilitate the financing of BASF Group. All debt securities of BASF Finance (such as the Notes) are wholly and unconditionally guaranteed by BASF in respect of principal and interest payments. Legal Entity Identifier (LEI) of BASF Finance is 724500670HAI5ERPDA03. The website of BASF Finance is www.basf.com. The information on this website does not form part of the Prospectus and has not been scrutinised or approved by the Commission.

ORGANIZATIONAL STRUCTURE

BASF Finance is a wholly owned subsidiary of BASF and has no subsidiaries of its own.

Management Bodies

Management Board

The Management Board consists of the following members:

- Frank Wilhelmi, Eppelheim, Germany, Vice President Corporate Finance of BASF SE.
- R.J. Holtermann, Arnhem, Netherlands, Director of BASF Nederland B.V.
- I.J. Hoekstra, Arnhem, Netherlands, General Manager of BASF Nederland B.V.

None of the above members of the Management Board have any conflict of interests between any duties to BASF Finance and their private interests or other duties.

The members of the Management Board may be contacted at BASF Finance's business address: Groningensingel 1, 6835 EA Arnhem, The Netherlands.

Supervisory Board

The Supervisory Board consists of the following members:

- Oliver Nussbaum, Wachenheim, Germany, Senior Vice President Tax of BASF SE
- Birka Benecke, Mannheim, Germany, Senior Vice President Corporate Treasury of BASF SE
- Cornelis Maria Becx, Nijmegen, Netherlands, Head of Legal & Insurances, BASF Nederland B.V.

None of the above members of the Supervisory Board have any potential conflict of interests between any duties to BASF Finance and their private interests or other duties.

The members of the Supervisory Board may be contacted at BASF Finance's business address: Groningensingel 1, 6835 EA Arnhem, The Netherlands.

BUSINESS OVERVIEW – PRINCIPAL ACTIVITIES AND PRINCIPAL MARKETS

According to Article (2) of its Articles of Association, BASF Finance acts to facilitate the financing of BASF Group by taking loans from and issuing notes to the market and on-lending the funds to companies within BASF Group. The business of BASF Finance is directly related to the extent BASF SE utilizes BASF Finance for future funding needs. The extent future funding needs arise depends on the development of the operating business and investment projects of BASF SE and its subsidiaries.

LEGAL AND ARBITRATION PROCEEDINGS

There are no, nor have there been any governmental, legal or arbitration proceedings and BASF Finance is not aware of any such proceedings pending or threatened which may have or have had in the 12 months preceding the date of this Prospectus a significant effect on the financial position or profitability of BASF Finance or BASF Group.

SIGNIFICANT CHANGES/TREND INFORMATION

There have been no significant changes in the financial position of BASF Finance since June 30, 2020. There has been no material adverse change in the prospects of BASF Finance since the date of the last published audited financial statements as of December 31, 2019. No developments are currently foreseen that are reasonably likely to have a material negative effect on BASF Finance's prospects. There has not been any significant change in the financial performance of BASF Group since June 30, 2020, the end of the last financial period for which financial information has been published, to the date of the Prospectus.

ADDITIONAL INFORMATION

Share capital

The authorized share capital of BASF Finance amounts to EUR 2,086,875. It is divided into 46,375 ordinary registered shares with a nominal value of EUR 45 each. Each share represents one vote. All issued shares have fully been paid up. All shares are registered shares. No share certificates have been nor will be issued.

Credit rating

BASF guarantees the payment of interest on and principal of the Notes issued by BASF Finance. For detailed information about the BASF rating please refer to chapter "organizational structure".

TERMS AND CONDITIONS OF THE NOTES ENGLISH LANGUAGE VERSION

Introduction

The Terms and Conditions of the Notes (the "Terms and Conditions") are set forth below for two options:

Option I comprises the set of Terms and Conditions that apply to Tranches of Notes with fixed interest rates.

Option II comprises the set of Terms and Conditions that apply to Tranches of Notes with floating interest rates.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterized accordingly by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the set of Terms and Conditions.

In the Final Terms the Issuer will determine, which of Option I or Option II including certain further options contained therein, respectively, shall apply with respect to an individual issue of Notes, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of the Prospectus neither the Issuer nor the Guarantor had knowledge of certain items which are applicable to an individual issue of Notes, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

In the case the Final Terms applicable to an individual issue only refer to the further options contained in the set of Terms and Conditions for Option I or Option II, the following applies

[The provisions of these Terms and Conditions apply to the Notes as completed by the terms of the final terms which are attached hereto the "**Final Terms**"). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the principal office of the Issuer *provided* that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders of such Notes.]

OPTION I – Terms and Conditions that apply to Notes with fixed interest rates

TERMS AND CONDITIONS OF THE NOTES ENGLISH LANGUAGE VERSION

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This Series of Notes (the "**Notes**") of [BASF SE] [BASF Finance Europe N.V.] ([**"BASF"**][**"BASF Finance"**] or the "**Issuer**") is being issued in [**Specified Currency**] (the "**Specified Currency**") in the aggregate principal amount [**in the case the global note is an NGN the following applies:** , subject to § 1(4).] of [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) in the denomination of [**specified denomination**] (the "**Specified Denomination**").

(2) *Form.* The Notes are being issued in bearer form.

[(3) *Permanent Global Note.* The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall

In the case of Notes which are represented

by a Permanent Global Note the following applies (for Notes issued in compliance with the C Rules and/or Notes kept in custody by or on behalf of CDS)

be signed by authorized signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.]

In the case of Notes which are initially represented by a Temporary Global Note the following applies (for Notes issued in compliance with the D Rules)

[(3) *Temporary Global Note – Exchange.*

(a) The Notes are initially represented by a temporary global note (the "**Temporary Global Note**") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorized signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date 40 days after the date of issue of the Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).]

(4) *Clearing System.* The global note representing the Notes will be kept in custody by [or on behalf of the Clearing System. "**Clearing System**" means [if more than one **Clearing System the following applies:** each of] the following: [Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Federal Republic of Germany, ("**CBF**") [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg, ("**CBL**") and Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium, ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**")]] and any successor in such capacity.] [CDS & Co., as nominee for CDS Clearing and Depository Services Inc. ("**CDS**", or the "**Clearing System**").]

In the case of Notes kept in custody on behalf of the ICSDs and the global note is an NGN the following applies

[The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the global note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a statement issued by a ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.

[In the case the Temporary Global Note is an NGN the following applies: On an

exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.]]

In the case of Notes kept in custody on behalf of the ICSDs and the global note is a CGN the following applies

[The Notes are issued in classical global note ("**CGN**") form and are kept in custody by a common depository on behalf of both ICSDs.]

In the case of Notes which are represented by a Permanent Global Note kept in custody by or on behalf of CDS the following applies

[Beneficial interests in the Permanent Global Note will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in CDS. Interests in the Permanent Global Note may be held by participants of such systems directly through any of CDS, 85, Richmond Street West, Toronto, Ontario, Canada M5H 2C9 (in Canada), Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg, ("**CBL**") and Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium, ("**Euroclear**") (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**") (in Europe), or indirectly through organizations which are participants in such systems. Euroclear and CBL will hold interests on behalf of their participants through customers' securities accounts in their respective names on the books of their respective Canadian subcustodians, each of which is a Canadian Schedule I chartered bank ("**Canadian Subcustodians**"), which in turn will hold such interests in customers' securities accounts in the names of the Canadian Subcustodians on the books of CDS.

For so long as any of the Notes are represented by the Permanent Global Note, the Issuer, the Fiscal Agent and any other paying agents shall treat CDS & Co., or any other nominee appointed by CDS, as the sole holder of such Permanent Global Note for all purposes. The Notes represented by the Permanent Global Note will be transferable only in accordance with the rules and procedures of CDS. Direct rights can only be exercised in accordance with the Terms and Conditions and the rules and procedures of CDS.

No beneficial owner of the Notes will be entitled to receive physical delivery of Notes in definitive form except in the limited circumstances described below. If the Notes represented by the Permanent Global Note are held by or on behalf of CDS and (i) CDS has notified the Issuer that it is unwilling or unable to continue to act as a depository for the Notes and a successor depository is not appointed by the Issuer within 90 Payment Business Days (as defined in § 4(4)) after receiving such notice; or (ii) CDS ceases to be a recognized clearing agency under the *Securities Act* (Ontario) or a self-regulatory organization under the *Securities Act* (Québec) or other applicable Canadian securities legislation and no successor clearing system satisfactory to the Issuer is available within 90 Payment Business Days of the Issuer becoming aware that CDS is no longer so recognized, the Issuer will issue, or cause to be issued, definitive Notes in exchange for the Permanent Global Note.]

(5) *Holder of Notes*. "**Holder**" means any holder of a proportionate co-ownership or [In the case of Notes which are represented by a Permanent Global Note kept in custody by or on behalf of CDS the following applies: (except as otherwise provided in § 1(4) above and § 4(1) below)] other beneficial interest or right in the Notes.

(6) *Referenced Conditions*. The Terms and Conditions fully refer to the provisions set out in Schedule 5 of the Amended and Restated Fiscal Agency Agreement dated September 10, 2020 (the "**Agency Agreement**") between BASF, BASF Finance and Deutsche Bank Aktiengesellschaft acting as Fiscal Agent and Paying Agent (on display under www.bourse.lu) containing primarily the procedural provisions regarding resolutions of Holders.

§ 2

STATUS, NEGATIVE PLEDGE OF THE ISSUER[, GUARANTEE AND NEGATIVE PLEDGE OF THE GUARANTOR]

(1) *Status*. The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge*. The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and ratably in such security or such other security as shall be approved by an independent accounting firm of internationally recognized standing as being equivalent security.

"Capital Market Indebtedness" means any obligation for the repayment of borrowed money which is in the form of, or represented or evidenced by, bonds, notes or other securities, with an original maturity of more than one year, which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognized securities market.

In the case of
Notes issued by
BASF Finance the
following applies

[(3) *Guarantee and Negative Pledge of the Guarantor*. BASF (the "**Guarantor**") has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Negative Pledge**"), so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness (as defined above) or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and ratably in such security as shall be approved by an independent accounting firm of internationally recognized standing as being equivalent security. The Guarantee and Negative Pledge constitute a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 German Civil Code (*Bürgerliches Gesetzbuch, BGB*), giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor.]

§ 3

INTEREST

(1) *Rate of Interest and Interest Payment Dates*. The Notes shall bear interest on their aggregate principal amount at the rate of **[Rate of Interest]**% *per annum* from (and including) **[Interest Commencement Date]** to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrear on **[Fixed Interest Date or Dates]** in each year (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on **[First Interest Payment Date]** **[If First Interest Payment Date is not first anniversary of Interest Commencement Date the following applies: and will amount to [Initial Broken Amount per Specified Denomination].]** **[If Maturity Date is not a Fixed Interest Date the following applies: Interest in respect of the period from (and including) [Fixed Interest Date preceding the Maturity Date] to (but excluding) the Maturity Date will amount to [Final Broken Amount per Specified Denomination].]**

(2) *Accrual of Interest*. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law.⁽¹⁾

⁽¹⁾ The default rate of interest established by law is five percentage points above the basic rate of interest published by *Deutsche Bundesbank* from time to time; §§ 288 paragraph 1, 247 paragraph 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Day Count Fraction.* "**Day Count Fraction**" means with regard to the calculation of interest on any Note for any period of time (the "**Calculation Period**"):

In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons) the following applies

[the actual number of days in the Calculation Period divided by the actual number of days in the respective Interest Period.]

In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (including the case of short coupons) the following applies

[the number of days in the Calculation Period divided by the number of days in the Reference Period in which the Calculation Period falls.]

In the case of Actual/Actual (ICMA Rule 251) with two or more constant interest periods within an interest year (including in the case of short coupons) the following applies

[the number of days in the Calculation Period divided by the product of (1) the number of days in the Reference Period in which the Calculation Period falls and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.]

In the case of Actual/Actual (ICMA Rule 251) is applicable and if the Calculation Period is longer than one Reference Period (long coupon) the following applies

[the sum of:

- (a) the number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by **[In the case of Reference Periods of less than one year the following applies: the product of (x)]** the number of days in such Reference Period **[In the case of Reference Periods of less than one year the following applies: and (y)]** the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and
- (b) the number of days in such Calculation Period falling in the next Reference Period divided by **[In the case of Reference Periods of less than one year the following applies: the product of (x)]** the number of days in such Reference Period **[In the case of Reference Periods of less than one year the following applies: and (y)]** the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].

The following applies for all options of Actual/Actual (ICMA Rule 251) except for option Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long

["Reference Period" means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding the next Interest Payment Date. **[In the case of a short first or last Calculation Period the following applies: For the purposes of determining the relevant Reference Period only, [deemed Interest Payment Date] shall be deemed to be an Interest Payment Date.] [In the case of a long first or last Calculation Period the following applies: For the purposes of determining the relevant Reference Period only, [deemed Interest Payment Dates] shall each be deemed to be an Interest Payment Date].]**

coupons)

In the case of Actual/365 (Fixed) the following applies

[the actual number of days in the Calculation Period divided by 365.]

In the case of 30/360, 360/360 or Bond Basis the following applies

[the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month, but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

In the case of 30E/360 or Eurobond Basis the following applies

[the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period).]

In the case of Notes denominated in CAD and kept in custody by or on behalf of CDS the following applies

[(5) *Interest Act (Canada)*. For purposes of the disclosure required under the *Interest Act (Canada)*, whenever any interest is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each implied rate of interest applicable to such calculation is equivalent for the purposes of the *Interest Act (Canada)* is such implied rate multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in the basis of such determination. The foregoing sentence is a disclosure statement required by Canadian law and, for greater certainty, nothing in this subparagraph (5) modifies in any way how interest is calculated on the Notes for any period.]

§ 4 PAYMENTS

In the case of principal and interest payable on a global note kept in custody by CBF or on behalf of the ICSDs the following applies

(1) [(a) *Payment of Principal*. Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

(b) *Payment of Interest*. Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

In the case of interest payable on a Temporary Global Note the following applies

[Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).]

In the case of principal and interest payable on a Permanent Global Note kept in custody by or on behalf of CDS the following applies

[*Payment of Principal and Interest, Discharge*. Principal and interest payments in respect of the Notes will be made to CDS & Co., or any other nominee appointed by CDS, and CDS will distribute the payment received to the relevant securities accounts. CDS & Co., or any other nominee appointed by CDS, which shall be treated as the sole holder of the Permanent Global Note, shall be the only person entitled to receive payments in respect of the Notes represented by such Permanent Global Note and the Issuer shall be discharged by payment to or to the order of, the sole holder of such Permanent Global Note for each amount so paid. Each person shown in the records of CDS as the beneficial owner of a particular principal amount of the Notes represented by the Permanent Global Note must look solely to CDS for his, her or its share of each payment so made by the Issuer to, or to the order of, the sole holder of the Permanent Global Note. No person other than the holder of the Permanent Global

Note shall have any claim against the Issuer in respect of any payments due on such Permanent Global Note.]

(2) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, **[In the case of Notes denominated in Renminbi, the following applies:** and subject to a settlement at the U.S. Dollar Equivalent due to Inconvertibility, Non-transferability or Illiquidity in accordance with subparagraph (7)], payments of amounts due in respect of the Notes shall be made in the Specified Currency.

In the case of principal and interest payable on a global note kept in custody by CBF or on behalf of the ICSDs the following applies

[(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.]

[(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is

In the case of Notes not denominated in EUR the following applies

[a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in **[relevant financial centre(s)]** and on which the Clearing System is open to effect payments.]

In the case of Notes denominated in EUR, the following applies

[a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") are open to effect payments].

[(5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; **[If redeemable at the option of the Issuer for other than tax reasons the following applies:** the Call Redemption Amount of the Notes;] **[If redeemable at the option of the Holder the following applies:** the Put Redemption Amount of the Notes;] **[If redeemable at option of the Issuer upon publication of a Transaction Trigger Notice the following applies:** the Trigger Call Redemption Amount;] and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

[(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main, Federal Republic of Germany, principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

In the case of Notes denominated in Renminbi, the following applies

[(7) (a) *Payment Postponement or U.S. Dollar Equivalent Settlement.*

Notwithstanding any provisions to the contrary in the Terms and Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity (each a "**RMB Currency Event**"), the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] determines (in good faith and in a commercially reasonable manner) that it is not able to satisfy in full payments in respect of the Notes **[In the case of Notes issued by BASF Finance:** or, as the case may be, in respect of the Guarantee] when due in RMB in Hong Kong, the Issuer **[In the case of Notes**

issued by BASF Finance: or, as the case may be, the Guarantor] may **[If early redemption at the option of the Issuer for Inconvertibility, Non-transferability or Illiquidity is applicable, the following applies:**, subject to an early redemption pursuant to § 5[(7)],] at its sole discretion (i) postpone the relevant payment to two Business Days after the date on which the RMB Currency Event ceases to exist unless the RMB Currency Event continues to exist 14 consecutive days after the relevant due date, or (ii) settle any such payment in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such RMB amount. If the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] decides to postpone the relevant payment and the RMB Currency Event continues to exist for more than 14 consecutive days after the relevant due date, the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] will settle the relevant payment in U.S. dollars on the Business Day following the 14th consecutive day after the relevant due date at the U.S. Dollar Equivalent of any such RMB amount. Upon the determination that an RMB Currency Event has occurred, the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] shall by no later than 14:00 (Hong Kong time) on the Rate Calculation Date, (i) notify the Calculation Agent (as defined in § 6), and (ii) instruct the Calculation Agent to notify the Holders in accordance with § 13, of the occurrence of an RMB Currency Event and the decision of the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] to postpone payments or to settle payments in U.S. dollars, as the case may be. In such circumstances, the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] shall procure the giving of such notice to the Holders as soon as reasonably practicable in accordance with § 13. In the case of payments made under this § 4[(7)](a), no interest shall accrue from and including the relevant due date of the Notes to and including the day of actual redemption of the Notes.

(b) *U.S. Dollar Payments.* If the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] decides to settle payments in U.S. dollars, payments of the U.S. Dollar Equivalent of the relevant RMB amount will be made to the person(s) in accordance with this § 4. Payment made in accordance therewith shall discharge the obligations of the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] in respect of that payment under the Notes **[In the case of Notes issued by BASF Finance:** or, as the case may be, in respect of the Guarantee].

(c) *Unavailability of Spot Rate.* If (a) the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] decides to settle payments in U.S. dollars, and (b) it becomes impossible to obtain the Spot Rate on the Rate Calculation Date, the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] may at its sole discretion postpone the Rate Calculation Date to the next Business Day on which the Spot Rate can be obtained unless the unavailability of the Spot Rate continues for up to 15 consecutive days after the day that, but for the unavailability of the Spot Rate, would have been the Rate Calculation Date (the "**Initial Rate Calculation Date**"). If the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] decides to postpone the Rate Calculation Date and the Spot Rate does not become available until the 15th consecutive day after the Initial Rate Calculation Date, the Business Day first succeeding the 15th consecutive day after the Initial Rate Calculation Date shall be the Rate Calculation Date. If the Rate Calculation Date is postponed the relevant due date for payments will be postponed to the second Business Day after the Rate Calculation Date. The Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] shall without undue delay after it has determined that it becomes impossible to obtain the Spot Rate on the Rate Calculation Date (i) notify the Calculation Agent, and (ii) instruct the Calculation Agent to notify the Holders in accordance with § 13, of the unavailability of the Spot Rate and the decision of the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] to postpone the Rate Calculation Date or to instruct the Calculation Agent to determine the Spot Rate. In such circumstances, the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] shall procure the giving of such notice to the Holders as soon as reasonably practicable in accordance with § 13. In the case of payments made under this § 4[(7)](c), no interest shall accrue from and including the relevant due date of the

Notes to and including the day of actual redemption of the Notes.

(d) *Definitions.* For the purposes of this subparagraph (7), the following terms shall have the following meanings:

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority of Hong Kong or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Illiquidity" means the general RMB exchange market in Hong Kong becomes illiquid, other than as a result of an event of Inconvertibility or Non-transferability, as a result of which the Issuer [**In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] cannot, having used its reasonable endeavours, obtain sufficient RMB in order to fully satisfy its obligation to make payments in respect of the Notes [**In the case of Notes issued by BASF Finance:** or, as the case may be, in respect of the Guarantee].

"Inconvertibility" means that it is impossible or, where reasonable endeavours have been made, impracticable, to convert any amount due in respect of the Notes [**In the case of Notes issued by BASF Finance:** or, as the case may be, in respect of the Guarantee] in the general RMB exchange market in Hong Kong, other than where such impossibility or impracticability is due solely to the failure of the Issuer [**In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the relevant Issue Date of the Notes and it is impossible or, having used its reasonable endeavours, impracticable for the Issuer [**In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor], due to an event beyond its control, to comply with such law, rule or regulation).

"Non-transferability" means that it is impossible or, where reasonable endeavours have been made, impracticable, to deliver RMB between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility or impracticability is due solely to the failure of the Issuer [**In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor] to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the relevant Issue Date of the Notes and it is impossible or, having used its reasonable endeavours, impracticable for the Issuer [**In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor], due to an event beyond its control, to comply with such law, rule or regulation).

"Rate Calculation Date" means the day which is two Business Days before the due date of the relevant payment under these Terms and Conditions subject to an adjustment in accordance with subparagraph (7)(c) above.

"Spot Rate" means the arithmetic mean of the offer and the bid U.S. Dollar/RMB spot exchange rate for the purchase of U.S. Dollars with RMB in the over-the-counter RMB exchange market in Hong Kong for settlement in two Business Days, as determined by the Calculation Agent at or around 11.00 a.m. (Hong Kong time) on the Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3 under the column USD/CNH, or if no such rates are available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF or the respective successor pages. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11.00 a.m. (Hong Kong time) on the Rate Calculation Date as the most recently available U.S. Dollar/RMB official fixing rate for settlement in two Business Days reported by The State Administration of Foreign Exchange of the People's Republic of China, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

"U.S. Dollar Equivalent" of an RMB amount means the relevant RMB amount

converted into U.S. dollars using the Spot Rate for the relevant Rate Calculation Date as determined by the Calculation Agent and promptly notified to the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor].

"Business Day" means for the purposes of this § 4(7) a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in [Hong Kong, Beijing].

(e) *References.* References to "RMB" are to the lawful currency of the mainland People's Republic of China, excluding Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan.

(f) *Determinations Binding.* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of these provisions by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer **[In the case of Notes issued by BASF Finance:** or, as the case may be, the Guarantor], the Agents and all Holders.]

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled **[In the case of Notes denominated in Renminbi, the following applies:** or, as the case may be, subject to a Payment Postponement pursuant to § 4(7)], the Notes shall be redeemed at their Final Redemption Amount on **[Maturity Date]** (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

In the case of
Notes issued by
BASF the following
applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole, but not in part, at the option of the Issuer, upon not more than 60 days', but not less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Early Redemption Amount (as defined below), together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.]

In the case of
Notes issued by
BASF Finance the
following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer or the Guarantor is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer or the Guarantor, as the case may be, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Early Redemption Amount (as defined below), together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to

the earliest date on which the Issuer or the Guarantor would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.]

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption for Reasons of a Change of Control the following applies

[(3) *Change of Control*. If there occurs a Change of Control and within the Change of Control Period a Rating Downgrade in respect of that Change of Control occurs (together called a "**Put Event**"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5(2)) to require the Issuer to redeem that Note on the Optional Redemption Date at its principal amount together with interest accrued to but excluding the Optional Redemption Date.

For the purposes of such option:

"**Rating Agency**" means each of the rating agencies of S&P Global Ratings Europe Limited ("**S&P**") and Moody's Investors Services ("**Moody's**") or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by BASF;

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control if within the Change of Control Period any rating previously assigned to BASF or the Notes by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB- by S&P/Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P/Ba1 by Moody's, or its equivalent for the time being, or worse);

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the Board of Executive Directors or Supervisory Board of BASF) that any person or persons ("**Relevant Person(s)**") acting in concert (as defined in § 30 (2) of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*)) or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly acquire(s) or come(s) to own such number of the shares in the capital of BASF carrying more than 50% of the voting rights;

"**Change of Control Period**" means the period ending 120 days after the occurrence of the Change of Control; and

The "**Optional Redemption Date**" is the fifteenth day after the last day of the Put Period.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with § 13 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this § 5(3).

In order to exercise such option, the Holder must send to the specified office of the Fiscal Agent an early redemption notice in text format (*Textform*, e.g. email or fax) or in written form ("**Put Notice**") within the period of 45 days after a Put Event Notice (the "**Put Period**") has been given. In the event that the Put Notice is received after 5:00 p.m. Frankfurt am Main time on the 45th after the Put Event Notice has been given, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised and (ii) the securities identification numbers of such Notes, if any. The Put Notice may be in the form available from the specified offices of the Fiscal Agent in the German and English language and includes further information. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

If the Notes are subject to Early Redemption at the Option of the Issuer at specified Call Redemption Amounts the following applies

[[4)] *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) or at any time thereafter until the respective subsequent Call Redemption Date at the respective Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the respective redemption date.

Call Redemption Date(s) [Call Redemption Date(s)]	Call Redemption Amount(s) [Call Redemption Amount(s)]
[_____]	[_____]
[_____]	[_____]

[If Notes are subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph [(6)] of this § 5.]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
 - (iii) the redemption date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders; and
 - (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]]

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount the following applies

[[5)] *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with clause (b), at any time redeem all or some only of the Notes (each a "Early Call Redemption Date") at the Early Redemption Amount together with accrued interest, if any, to (but excluding) the respective Early Call Redemption Date.

[If Notes are subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph [(6)] of this § 5.]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the Early Call Redemption Date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool

factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]]

If the Notes are subject to Early Redemption at the Option of the Holder at specified Put Redemption Amounts the following applies

[[(6) *Early Redemption at the Option of a Holder.*

(a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Put Redemption Date(s) [Put Redemption Date(s)]	Put Redemption Amount(s) [Put Redemption Amount(s)]
[_____]	[_____]
[_____]	[_____]

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 5.

(b) In order to exercise such option, the Holder must, not less than 30 days nor more than 60 days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), send to the specified office of the Fiscal Agent an early redemption notice in text format (*Textform*, e.g. email or fax) or in written form ("**Put Notice**"). In the event that the Put Notice is received after 5:00 p.m. Frankfurt am Main time on the 30th day before the Put Redemption Date, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised and (ii) the securities identification numbers of such Notes, if any. The Put Notice may be in the form available from the specified offices of the Fiscal Agent in the German and English language and includes further information. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

In the case of Notes denominated in Renminbi and if such Notes are subject to early redemption at the option of the Issuer for Inconvertibility, Non-transferability or Illiquidity, the following applies

[[(7) *Early Redemption at the Option of the Issuer for Inconvertibility, Non-transferability or Illiquidity.* If by reason of Inconvertibility, Non-transferability or Illiquidity (each as defined in § 4(7)) the Issuer **[In the case of Notes issued by BASF Finance: or, as the case may be, the Guarantor]** is not able to satisfy in full payments in respect of the Notes **[In the case of Notes issued by BASF Finance: or, as the case may be, in respect of the Guarantee]** when due in RMB in Hong Kong, the Issuer **[In the case of Notes issued by BASF Finance: or, as the case may be, the Guarantor]** having given not less than 10 nor more than thirty days' notice to the Holders in accordance with § 13 (which notice shall be irrevocable), may, on expiry of such notice, redeem the Notes, in whole, but not in part, at the U.S. Dollar Equivalent (as defined in § 4(7)) of the Early Redemption Amount together (if applicable) with the U.S. Dollar Equivalent of the interest accrued to (but excluding) the date fixed for redemption.]

If the case Early Redemption for Reason of Minimal Outstanding Amount is applicable, the following applies

[[(8) *Purchase; Early Redemption for Reason of Minimal Outstanding Amount.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Such acquired Notes may be cancelled, held or resold. In the event that the Issuer has purchased Notes equal to or in excess of 75% of the aggregate principal amount of the Notes initially issued and the aggregate principal amount of the Notes is reduced by this percentage in the global note accordingly, the Issuer, having given not less than 10 nor more than thirty days' notice to the Holders in accordance with § 13, may call and redeem the remaining Notes (in whole but not in part) at the Final Redemption Amount plus accrued interest until the date of redemption (exclusive).]

If the Notes are subject to Early Redemption at the

[[(9) *Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice.*

Option of the Issuer upon publication of a Transaction Trigger Notice at the Trigger Call Redemption Amount the following applies

- (a) The Issuer may, upon a Transaction Trigger Notice given in accordance with clause (b), redeem all or some only of the Notes at any time at the Trigger Call Redemption Amount together with accrued interest, if any, to (but excluding) the respective redemption date. **"Trigger Call Redemption Amount"** means **[Trigger Call Redemption Amount]**.

"Transaction Trigger Notice" means a notice within the Transaction Notice Period that the Transaction has been terminated prior to completion or that the Transaction will not be settled for any reason whatsoever or that the Issuer has publicly stated that it no longer intends to pursue the Transaction.

"Transaction Notice Period" means the period from **[issue date]** to **[end of period date]**. **"Transaction"** means **[description of transaction in respect of which the Notes are issued for refinancing purposes]**.

[If Notes are subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph **[(6)]** of this § 5.]

- (b) The Transaction Trigger Notice shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the respective redemption date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in the aggregate principal amount, at the discretion of CBL and Euroclear.]]

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount the following applies

[(10) Early Redemption Amount. [(a)] For purposes of subparagraph (2) **[and [(7)]]** of this § 5, the Early Redemption Amount of a Note shall be its Final Redemption Amount.

[(b)] For purposes of subparagraph **[(5)]** of this § 5, the Early Redemption Amount of a Note shall be the higher of (i) its Final Redemption Amount and (ii) the Present Value. The Present Value will be calculated by the Calculation Agent by discounting the sum of the principal amount of a Note and the remaining interest payments to **[Maturity Date]** on an annual basis, assuming a 365-day year or a 366-day year, as the case may be, and the actual number of days elapsed in such year and using the Comparable Benchmark Yield plus **[percentage]%**. **"Comparable Benchmark Yield"** means the yield at the Redemption Calculation Date on the corresponding **[euro denominated benchmark debt security of the Federal Republic of Germany] [UK government Sterling denominated benchmark debt security issued by H.M. Treasury] [Swiss franc denominated benchmark federal bond of the Swiss Confederation] [U.S. dollar denominated benchmark U.S. Treasury debt security]**, as having a maturity comparable to the remaining term of the Note to **[Maturity Date]**, that would be used at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to **[Maturity Date]**. **"Redemption Calculation Date"** means the third Payment Business Day prior to the Call Redemption Date.]

§ 6
THE FISCAL AGENT[,] [AND] THE PAYING AGENT
[AND THE CALCULATION AGENT]

(1) *Appointment; Specified Office.* The initial Fiscal Agent[,] [and] the initial Paying Agent [and the initial Calculation Agent] and their initial specified office[s] shall be:

The following applies except for a Permanent Global Note kept in custody by or on behalf of CDS

[Fiscal Agent and Paying Agent: Deutsche Bank Aktiengesellschaft
Trust & Agency Services
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany]

In the case of a Permanent Global Note kept in custody by or on behalf of CDS the following applies

[Fiscal Agent and Paying Agent: **[name and specified office of Canadian Fiscal Agent and Paying Agent]]**

If the Notes are subject to Early Redemption at the Option of the Issuer at Early Redemption Amount or in the case of Notes denominated in Renminbi the following applies

[Calculation Agent: **[name and specified office]]**

The Fiscal Agent[,] [and] the Paying Agent [and the Calculation Agent] reserve the right at any time to change their specified office[s] to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent [or the Calculation Agent] and to appoint another Fiscal Agent or additional or other Paying Agents [or another Calculation Agent]. The Issuer shall at all times maintain [(i)] a Fiscal Agent **[In the case of payments in U.S. dollar the following applies:** (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. dollar, a Paying Agent with a specified office in New York City] **[In the case of a Permanent Global Note kept in custody by CDS the following applies:** (iii) a Canadian Fiscal and Paying Agent having a specified office in Toronto, Ontario, Canada] **[If any Calculation Agent is to be appointed the following applies:** and [(iv)] a Calculation Agent]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13. For purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Fiscal Agent[,] [and] the Paying Agent [and the Calculation Agent] act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

**§ 7
TAXATION**

**In the case of
Notes issued by
BASF the following
applies**

[All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

The flat tax (Abgeltungssteuer) which has been in effect in the Federal Republic of Germany since January 1, 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.]

**In the case of
Notes issued by
BASF Finance the
following applies**

[All amounts payable in respect of the Notes or under the Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of The Netherlands or the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, The Netherlands or the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic

of Germany or the Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or

- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

The flat tax (Abgeltungssteuer) which has been in effect in the Federal Republic of Germany since January 1, 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.]

§ 8

PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9

EVENTS OF DEFAULT

In the case of
Notes issued by
BASF the following
applies

[(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at their Final Redemption Amount plus accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2 subparagraph (2)) or a certificate of indebtedness (with an initial maturity of more than one year) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 200,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any certificate of indebtedness (with an initial maturity of more than one year) or under any guarantees or suretyship given for any Capital Market Indebtedness or a certificate of indebtedness (with an initial maturity of more than one year) of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days of such guarantee or security being invoked, unless the Issuer shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted in respect thereof is enforced on behalf of or by the creditor(s) entitled thereto, or
- (d) the Issuer announces its inability to meet its financial obligations generally or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer; such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer applies for or institutes such proceedings, or
- (f) the Issuer ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes likely that the Issuer may not fulfil its payment obligations against the Holders, or
- (g) the Issuer goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganization and such other or new company assumes all obligations contracted by the Issuer in connection with the Notes.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent.]

**In the case of
Notes issued by
BASF Finance the
following applies**

[(1) *Events of default*. Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at their Final Redemption Amount plus accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2 subparagraph (2)) or a certificate of indebtedness (with an initial maturity of more than one year) of the Issuer or the Guarantor becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer or the Guarantor fails to fulfil any payment obligation in excess of EUR 200,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any certificate of indebtedness or under any guarantees or suretyship given for any Capital Market Indebtedness or a certificate of indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days of such guarantee or security being invoked, unless the Issuer or the Guarantor shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted in respect thereof is enforced on behalf of or by the creditor(s) entitled thereto, or
- (d) the Issuer or the Guarantor announces its inability to meet its financial obligations generally or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Guarantor; such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer or the Guarantor applies for or institutes such proceedings or the Issuer applies for a "*surseance van betaling*" (within the meaning of The Bankruptcy Act of The Netherlands), or
- (f) the Issuer or the Guarantor ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes likely that the Issuer or the Guarantor may not fulfil its payment obligations against the Holders, or
- (g) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganization and such other or new company assumes all obligations contracted by the Issuer or the Guarantor, in connection with the Notes; or
- (h) the Guarantee ceases to be valid and legally binding for any reason whatsoever.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (h) entitling Holders to declare their Notes due has occurred, become effective only when the

Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent.]

§ 10 SUBSTITUTION

In the case of
Notes issued by
BASF the following
applies

[(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

In the case of
Notes issued by
BASF Finance the
following applies

[(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer either the Guarantor or any Affiliate (as defined below) of the Guarantor as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorizations and may transfer to the Fiscal Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

In the case of
Notes issued by
BASF the following
applies

[(d) it is guaranteed that the obligations of the Issuer from the Guarantee and the Negative Pledge of the Debt Issuance Program of the Issuer (of which the provisions set out below in § 11 applicable to the Notes shall apply *mutatis mutandis*) apply also to the Notes of the Substitute Debtor; and]

In the case of
Notes issued by
BASF Finance the
following applies

[(d) it is guaranteed that the obligations of the Guarantor from the Guarantee and the Negative Pledge of the Debt Issuance Program of the Issuer apply also to the Notes of the Substitute Debtor; and]

- (e) there shall have been delivered to the Fiscal Agent for each jurisdiction affected one opinion of lawyers of recognized standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References.* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In the case of
Notes issued by
BASF the following
applies

[(a) in § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;

(b) in § 9(1)(c) to (g) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

In the case of Notes issued by BASF Finance the following applies:

[In § 7 and § 5(2) an alternative reference to The Netherlands shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

§ 11

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

(1) *Amendment of the Terms and Conditions.* In accordance with the German Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG"*) the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Resolution of Holders.* Resolutions of Holders shall be passed at the election of the Issuer by vote taken without a meeting in accordance with § 18 SchVG or in a Holder's meeting in accordance with § 9 SchVG.

(4) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holdings' Representative.*

If no Holders' Representative is designated in the Conditions the following applies

[The Holders may by majority resolution appoint a common representative (the "**Holdings' Representative**") to exercise the Holders' rights on behalf of each Holder.]

If the Holders' Representative is appointed in the Conditions the following applies

[The common representative (the "**Holdings' Representative**") shall be [**Holder's Representative**]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted willfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorized to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

In the case of Notes issued by BASF Finance the following applies

[(7) *Amendment of the Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of BASF.]

§ 12

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 13

NOTICES

In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange the following applies

[(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the Luxembourg Stock Exchange, subparagraph (1) shall apply. If the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted the following applies

[(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(3) *Form of Notice.* Notices to be given by any Holder shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form sent together with an evidence of the Holder's entitlement in accordance with § 14[(4)] to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 14

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

In the case of Notes issued by BASF Finance the following applies

[(3) *Appointment of Authorized Agent.* For any Proceedings before German courts, the Issuer appoints BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Federal Republic of Germany as its authorized agent for service of process in the Federal Republic of Germany.]

[(4) *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the

Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorized officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15 LANGUAGE

If the Terms and Conditions shall be in the German language with an English language translation the following applies

[These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

If the Terms and Conditions shall be in the English language with a German language translation the following applies

[These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

If the Terms and Conditions shall be in the English language only the following applies

[These Terms and Conditions are written in the English language only.]

In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-qualified investors in Germany with English language Terms and Conditions the following applies

[Eine deutsche Übersetzung der Anleihebedingungen wird bei der BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Bundesrepublik Deutschland, zur kostenlosen Ausgabe bereitgehalten.]

OPTION II – Terms and Conditions that apply to Notes with floating interest rates

TERMS AND CONDITIONS OF THE NOTES
ENGLISH LANGUAGE VERSION

§ 1

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) *Currency; Denomination.* This Series of Notes (the "Notes") of [BASF SE] [BASF Finance Europe N.V.] (["BASF"] ["BASF Finance"] or the "Issuer") is being issued in [Specified Currency] (the "Specified Currency") in the aggregate principal amount [in the case the global note is an NGN the following applies: , subject to § 1(4).] of [aggregate principal amount] (in words: [aggregate principal amount in words]) in the denomination of [specified denomination] (the "Specified Denomination").

(2) *Form.* The Notes are being issued in bearer form.

[(3) *Permanent Global Note.* The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons. The Permanent Global Note shall be signed by authorized signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.]

In the case of Notes which are represented by a Permanent Global Note the following applies

[(3) *Temporary Global Note – Exchange.*

(a) The Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the "Permanent Global Note") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorized signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchangeable for the Permanent Global Note from a date 40 days after the date of issue of the Notes represented by the Temporary Global Note. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).]

In the case of Notes which are initially represented by a Temporary Global Note the following applies

(4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System "**Clearing System**" means [If more than one Clearing System the following applies: each of] the following: [Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Federal Republic of Germany, ("CBF")] [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg, ("CBL") and Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium, ("Euroclear") (CBL and Euroclear each an "ICSD" and together the "ICSDs")] and any successor in such capacity.

In the case of Notes kept in custody on behalf of the ICSDs and the global note is an NGN the following applies

[The Notes are issued in new global note ("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the global note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be

conclusive evidence of the aggregate principal amount of Notes represented by the global note and, for these purposes, a statement issued by a ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the global note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the global note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the global note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.

[In the case the Temporary Global Note is an NGN the following applies: On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.]

In the case of Notes kept in custody on behalf of the ICSDs and the global note is a CGN the following applies

[The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depository on behalf of both ICSDs.]

(5) *Holder of Notes*. "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

(6) *Referenced Conditions*. The Terms and Conditions fully refer to the provisions set out in Schedule 5 of the Amended and Restated Fiscal Agency Agreement dated September 10, 2020 (the "**Agency Agreement**") between BASF, BASF Finance and Deutsche Bank Aktiengesellschaft acting as Fiscal Agent and Paying Agent (on display under www.bourse.lu) containing primarily the procedural provisions regarding resolutions of Holders.

§ 2

STATUS, NEGATIVE PLEDGE OF THE ISSUER[, GUARANTEE AND NEGATIVE PLEDGE OF THE GUARANTOR]

(1) *Status*. The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge*. The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and rateably in such security or such other security as shall be approved by an independent accounting firm of internationally recognized standing as being equivalent security.

"**Capital Market Indebtedness**" means any obligation for the repayment of borrowed money which is in the form of, or represented or evidenced by, bonds, notes or other securities, with an original maturity of more than one year, which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognized securities market.

In the case of Notes issued by BASF Finance the following applies

[(3) *Guarantee and Negative Pledge of the Guarantor*. BASF (the "**Guarantor**") has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Negative Pledge**"), so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the

Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness (as defined above) or any guarantees or other indemnities resulting therefrom, without at the same time having the Holders share equally and ratably in such security as shall be approved by an independent accounting firm of internationally recognized standing as being equivalent security. The Guarantee and Negative Pledge constitute a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 German Civil Code (*Bürgerliches Gesetzbuch, BGB*), giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor.]

§ 3 INTEREST

(1) *Interest Payment Dates.*

(a) The Notes bear interest on their aggregate principal amount from (and including) **[Interest Commencement Date]** (the "**Interest Commencement Date**") to (but excluding) the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date. Interest on the Notes shall be payable on each Interest Payment Date.

(b) "**Interest Payment Date**" means

In the case of Specified Interest Payment Dates the following applies

[each **[Specified Interest Payment Dates]**.]

In the case of Specified Interest Periods the following applies

[each date which (except as otherwise provided in these Terms and Conditions) falls **[number]** [weeks] [months] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

(c) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be

In the case of the Modified Following Business Day Convention the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.]

In the case of the FRN Convention the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls **[number]** months after the preceding applicable Interest Payment Date.]

In the case of the Following Business Day Convention the following applies

[postponed to the next day which is a Business Day.]

(d) "**Business Day**" means

In the case the Specified Currency is not EUR, the following applies

[a day which is a day (other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in **[relevant financial centre(s)]** and on which the Clearing System is open to effect payments.]

In the case the Specified Currency is EUR, the following applies

[a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") are open to effect payments.]

In the case the offered quotation for deposits in the Specified Currency is EURIBOR the following applies

[(2) *Rate of Interest.* The rate of interest (the "**Rate of Interest**") for each Interest Period (as defined below) will, except as provided below, be determined by the Calculation Agent and is the Reference Rate (as defined below) [[plus] [minus] the Margin (as defined below)]. The applicable Reference Rate shall be the rate which appears on the Screen Page as of 11:00 a. m. (Brussels time) on the Interest Determination Date (as defined below).

The "**Reference Rate**" is the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period (EURIBOR).

"**Interest Period**" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date (and including) to the following Interest Payment Date (but excluding).

"**Interest Determination Date**" means the [first] [second] TARGET Business Day [prior to the commencement] of the relevant Interest Period. "**TARGET Business Day**" means a day on which all relevant parts of TARGET (Trans-European Automated Real-time Gross Settlement Express Transfer System 2) are open to effect payments.

["**Margin**"] means [•] % *per annum*.]

"**Screen Page**" means Reuters screen page EURIBOR01 or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.

If the Screen Page is not available or no quotation for the Reference Rate appears as at such time and provided that no Rate Replacement Event pursuant to § 3[(8)] has occurred, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period and in a representative amount to prime banks in the interbank market in the Euro-Zone at approximately 11.00 a. m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations [[plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the interbank market in the Euro-Zone, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks [[plus] [minus] the Margin].

"**Euro-Zone**" means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992), the Amsterdam Treaty of October 2, 1997 and the Treaty of Lisbon of December 13, 2007, as further amended from time to time.

"**representative amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

As used herein, "**Reference Banks**" means four major banks in the interbank market in the Euro-Zone.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this subparagraph (2), the Rate of Interest for such Interest Period shall be the offered quotation on the Screen Page, as described above, on the last day

preceding the Interest Determination Date on which such offered quotation was displayed $[[\text{plus}]]$ $[\text{minus}]$ the Margin (as defined above)], all as determined by the Calculation Agent.]

In the case the offered quotation for deposits in the Specified Currency is LIBOR the following applies

[(2) *Rate of Interest.* The rate of interest (the "**Rate of Interest**") for each Interest Period (as defined below) will, except as provided below, be determined by the Calculation Agent and is the Reference Rate (as defined below) $[[\text{plus}]]$ $[\text{minus}]$ the Margin (as defined below)]. The applicable Reference Rate shall be the rate which appears on the Screen Page as of 11:00 a.m. (London time) on the Interest Determination Date (as defined below).

The "**Reference Rate**" is the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period (EURIBOR).

"**Interest Period**" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date (and including) to the following Interest Payment Date (but excluding).

"**Interest Determination Date**" means the $[\text{first}]$ $[\text{second}]$ $[\text{relevant financial centre(s)}]$ Business Day $[\text{prior to the commencement}]$ of the relevant Interest Period. "**relevant financial centre(s) Business Day**" means a day which is a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in $[\text{relevant financial centre(s)}]$.

"**Margin**" means $[\bullet]$ % *per annum*.]

"**Screen Page**" means Reuters screen page $[\text{LIBOR01}]$ $[\text{LIBOR02}]$ or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purposes of displaying rates or prices comparable to the relevant offered quotation.

If the Screen Page is not available or no quotation for the Reference Rate appears as at such time and provided that no Rate Replacement Event pursuant to § 3[(8)] has occurred, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period and in a representative amount to prime banks in the London interbank market at approximately 11.00 a.m. (London time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of such offered quotations $[[\text{plus}]]$ $[\text{minus}]$ the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11.00 a.m. (London time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks $[[\text{plus}]]$ $[\text{minus}]$ the Margin].

"**representative amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

As used herein, "**Reference Banks**" means four major banks in the London interbank market.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this subparagraph (2), the Rate of Interest for such Interest Period shall be the offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was

displayed **[[plus] [minus]** the Margin (as defined above)], all as determined by the Calculation Agent.]

(3) *Interest Amount.* The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, calculate the amount of interest (the "**Interest Amount**") payable on the Notes in respect of the Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the Specified Denomination and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

(4) *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer **[in the case of Notes issued by BASF Finance the following applies:** and the Guarantor] and to the Holders in accordance with § 13 as soon as possible after their determination, but in no event later than the fourth **[TARGET] [relevant financial centre(s)]** Business Day (as defined in § 3(2)) thereafter and if required by the rules of any stock exchange on which the Notes are listed from time to time, to such stock exchange as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements may be made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are then listed, if the rules of such stock exchange so require, and to the Holders in accordance with § 13.

(5) *Determinations Binding.* All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, the Paying Agent and the Holders.

(6) *Accrual of Interest.* If the Issuer fails to redeem the Notes when due, interest shall continue to accrue beyond the due date until actual redemption of the Notes. The applicable Rate of Interest will be the default rate of interest established by law.⁽¹⁾

(7) *Day Count Fraction.* "**Day Count Fraction**" means with regard to the calculation of interest on any Note for any period of time (the "**Calculation Period**"):

In the case of Actual/365 (Fixed) the following applies

[the actual number of days in the Calculation Period divided by 365.]

In the case of Actual/360 the following applies

[the actual number of days in the Calculation Period divided by 360.]

[(8)](a) Rate Replacement. If the Issuer determines (in consultation with the Calculation Agent) that a Rate Replacement Event has occurred on or prior to an Interest Determination Date, the Relevant Determining Party shall determine and duly inform the Issuer, if relevant, and the Calculation Agent of (i) the Replacement Rate, (ii) the Adjustment Spread, if any, and (iii) the Replacement Rate Adjustments (each as defined below in § 3**[(8)](b)(aa) to (cc) and (hh)**) for purposes of determining the Rate of Interest for the Interest Period related to that Interest Determination Date and each Interest Period thereafter (subject to the subsequent occurrence of any further Rate Replacement Event). The Terms and Conditions shall be deemed to have been amended by the Replacement Rate Adjustments with effect from (and including) the relevant Interest Determination Date (including any amendment of such Interest Determination Date if so provided by the Replacement Rate Adjustments). The Rate of Interest shall then be the Replacement Rate (as defined below) adjusted by the Adjustment Spread, if any, **[[plus] [minus]** the Margin (as defined above)].

⁽¹⁾ The default rate of interest established by law is five percentage points above the basic rate of interest published by *Deutsche Bundesbank* from time to time; §§ 288 paragraph 1, 247 paragraph 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*).

The Issuer shall notify the Holders pursuant to § 13 as soon as practicable (*unverzüglich*) after such determination of the Replacement Rate, the Adjustment Spread, if any, and the Replacement Rate Adjustments. In addition, the Issuer shall request the [Clearing System] [common depository on behalf of both ICSDs] to supplement or amend the Terms and Conditions to reflect the Replacement Rate Adjustments by attaching the documents submitted to the Global Note in an appropriate manner.

(b) *Definitions.*

(aa) "**Rate Replacement Event**" means, with respect to the Reference Rate:

- (i) the Reference Rate not having been published on the Screen Page for the last ten Business Days prior to and including the relevant Interest Determination Date; or
- (ii) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the administrator of the Reference Rate on which (x) the administrator will cease to publish the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Reference Rate), or (y) the Reference Rate will permanently or indefinitely be discontinued; or
- (iii) the occurrence of the date, as publicly announced by the regulatory supervisor for the administrator of the Reference Rate, the central bank for the Specified Currency, an insolvency official with jurisdiction over the administrator for the Reference Rate, a resolution authority with jurisdiction over the administrator for the Reference Rate or a court (unappealable final decision) or an entity with similar insolvency or resolution authority over the administrator for the Reference Rate, on which the administrator of the Reference Rate has ceased or will cease to provide the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Reference Rate); or
- (iv) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the supervisor of the administrator of the Reference Rate, from which the Reference Rate will be prohibited from being used; or
- (v) the occurrence of the date, as publicly announced by or, as the case may be, determinable based upon the public announcement of the administrator of the Reference Rate, of a material change in the methodology of determining the Reference Rate; or
- (vi) the publication of a notice by the Issuer pursuant to § 13(1) that it has become unlawful for the Issuer, the Calculation Agent or any Paying Agent to calculate any Rate of Interest using the Reference Rate.

(bb) "**Replacement Rate**" means a publicly available substitute, successor, alternative or other rate designed to be referenced by financial instruments or contracts, including the Notes, to determine an amount payable under such financial instruments or contracts, including, but not limited to, an amount of interest. In determining the Replacement Rate, the Relevant Guidance (as defined below) shall be taken into account.

(cc) "**Adjustment Spread**" means a spread (which may be positive or negative), or the formula or methodology for calculating a spread, which the Relevant Determining Party determines is required to be applied to the Replacement Rate to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value between the Issuer and the Holders that would otherwise arise as a result of the replacement of the Reference Rate against the Replacement Rate (including, but not limited to, as a result of the Replacement Rate being a risk-free rate). In determining the Adjustment Spread, the Relevant Guidance (as defined below) shall be taken into account.

- (dd) **"Relevant Determining Party"** means
- (i) the Issuer if in its opinion the Replacement Rate is obvious and as such without any reasonable doubt determinable by an investor that is knowledgeable in the respective type of bonds, such as the Notes; or
 - (ii) failing which, an Independent Advisor (as defined below), to be appointed by the Issuer at commercially reasonable terms, using reasonable endeavours, as its agent to make such determinations.
- (ee) **"Independent Advisor"** means an independent financial institution of international repute or any other independent advisor of recognised standing and with appropriate experience in the international debt capital markets.
- (ff) **"Relevant Guidance"** means (i) any legal or supervisory requirement applicable to the Issuer or the Notes or, if none, (ii) any applicable requirement, recommendation or guidance of a Relevant Nominating Body or, if none, (iii) any relevant recommendation or guidance by industry bodies (including by ISDA), or, if none, (iv) any relevant market practice.
- (gg) **"Relevant Nominating Body"** means
- (i) the central bank for the Specified Currency, or any central bank or other supervisor which is responsible for supervising either the Replacement Rate or the administrator of the Replacement Rate; or
 - (ii) any working group or committee officially endorsed, sponsored or convened by or chaired or co-chaired by (w) the central bank for the Specified Currency, (x) any central bank or other supervisor which is responsible for supervising either the Reference Rate or the administrator of the Reference Rate, (y) a group of the aforementioned central banks or other supervisors or (z) the Financial Stability Board or any part thereof.
- (hh) **"Replacement Rate Adjustments"** means such adjustments to the Terms and Conditions as are determined consequential to enable the operation of the Replacement Rate (which may include, without limitation, adjustments to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction and any methodology or definition for obtaining or calculating the Replacement Rate). In determining any Replacement Rate Adjustments the Relevant Guidance shall be taken into account.

- (c) *Termination.* If a Replacement Rate, an Adjustment Spread, if any, or the Replacement Rate Adjustments cannot be determined pursuant to § 3[(8)](a) and (b), the Reference Rate in respect of the relevant Interest Determination Date shall be the Reference Rate determined for the last preceding Interest Period. The Issuer will inform the Calculation Agent accordingly. As a result, the Issuer may, upon not less than 15 days' notice given to the Holders in accordance with § 13, redeem all, and not only some of the Notes at any time up and until (but excluding) the respective subsequent Interest Determination Date at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective redemption date.

§ 4 PAYMENTS

(1) (a) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

(b) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System.

In the case of
interest payable on
a Temporary
Global Note the

[Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as

following applies | provided in § 1(3)(b).]

(2) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is a Business Day.

(5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main, Federal Republic of Germany, principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in [**Redemption Month**] (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

In the case of
Notes issued by
BASF the following
applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer, the Notes may be redeemed, in whole, but not in part, at the option of the Issuer, upon not more than 60 days', but not less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.]

In the case of
Notes issued by
BASF Finance the
following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to,

an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer or the Guarantor is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer or the Guarantor, as the case may be, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § 13 to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.]

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption for Reasons of a Change of Control the following applies

[(3) *Change of Control*. If there occurs a Change of Control and within the Change of Control Period a Rating Downgrade in respect of that Change of Control occurs (together called a "**Put Event**"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5(2)) to require the Issuer to redeem that Note on the Optional Redemption Date at its principal amount together with interest accrued to but excluding the Optional Redemption Date.

For the purposes of such option:

"Rating Agency" means each of the rating agencies of S&P Global Ratings Europe Limited ("**S&P**") and Moody's Investors Services ("**Moody's**") or any of their respective successors or any other rating agency of equivalent international standing specified from time to time by BASF;

A "**Rating Downgrade**" shall be deemed to have occurred in respect of a Change of Control if within the Change of Control Period any rating previously assigned to BASF or the Notes by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB- by S&P/Baa3 by Moody's, or its equivalent for the time being, or better) to a non-investment grade rating (BB+ by S&P/Ba1 by Moody's, or its equivalent for the time being, or worse);

A "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the Board of Executive Directors or Supervisory Board of BASF) that any person or persons ("**Relevant Person(s)**") acting in concert (as defined in § 30 (2) of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*)) or any person or persons acting on behalf of any such Relevant Person(s), at any time directly or indirectly acquire(s) or come(s) to own such number of the shares in the capital of BASF carrying more than 50% of the voting rights;

"Change of Control Period" means the period ending 120 days after the occurrence of the Change of Control; and

The "**Optional Redemption Date**" is the fifteenth day after the last day of the Put Period.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with § 13 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this § 5(3).

In order to exercise such option, the Holder must send to the specified office of the Fiscal Agent an early redemption notice in text format (*Textform*, e.g. email or fax) or in written form ("**Put Notice**") within the period of 45 days after a Put Event Notice (the "**Put Period**") has been given. In the event that the Put Notice is received after 5:00 p.m. Frankfurt am Main time on the 45th after the Put Event Notice has been given, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised and (ii)

the securities identification numbers of such Notes, if any. The Put Notice may be in the form available from the specified offices of the Fiscal Agent in the German and English language and includes further information. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

If the Notes are subject to Early Redemption at the Option of the Issuer at Final Redemption Amount the following applies

[(4)] *Early Redemption at the Option of the Issuer.*

- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Interest Payment Date following **[number]** years after the Interest Commencement Date and on each Interest Payment Date thereafter (each a **"Call Redemption Date"**) at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date.
- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (iii) the Call Redemption Date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules and procedures of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]]

§ 6

THE FISCAL AGENT, THE PAYING AGENT AND THE CALCULATION AGENT

(1) *Appointment; Specified Office.* The initial Fiscal Agent, the initial Paying Agent and the initial Calculation Agent and their initial specified offices shall be:

Fiscal Agent and Paying Agent:	Deutsche Bank Aktiengesellschaft Trust & Agency Services Taunusanlage 12 60325 Frankfurt am Main Federal Republic of Germany
-----------------------------------	--

Calculation Agent: **[name and specified office]**

The Fiscal Agent, the Paying Agent and the Calculation Agent reserve the right at any time to change their specified offices to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent or the Calculation Agent and to appoint another Fiscal Agent or additional or other Paying Agents or another Calculation Agent. The Issuer shall at all times maintain **[(i)]** a Fiscal Agent **[in the case of payments in U.S. dollar the following applies:**, (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in U.S. dollar, a Paying Agent with a specified office in New York City] **[and]** **[(iii)]** a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 days nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13. For purposes of these Terms and Conditions, **"United States"** means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the

U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) *Agent of the Issuer.* The Fiscal Agent, the Paying Agent and the Calculation Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

In the case of
Notes issued by
BASF the following
applies

[All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

The flat tax (Abgeltungssteuer) which has been in effect in the Federal Republic of Germany since January 1, 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.]

In the case of
Notes issued by
BASF Finance the
following applies

[All amounts payable in respect of the Notes or under the Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of The Netherlands or the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or

for purposes of taxation are deemed to be, derived from sources in, or are secured in, The Netherlands or the Federal Republic of Germany, or

- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

The flat tax (Abgeltungssteuer) which has been in effect in the Federal Republic of Germany since January 1, 2009 and the solidarity surcharge (Solidaritätszuschlag) imposed thereon do not constitute a tax as described above in respect of which Additional Amounts would be payable by the Issuer.]

§ 8

PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

§ 9

EVENTS OF DEFAULT

In the case of
Notes issued by
BASF the following
applies

[(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at their Final Redemption Amount plus accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2 subparagraph (2)) or a certificate of indebtedness (with an initial maturity of more than one year) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 200,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any certificate of indebtedness or under any guarantees or suretyship given for any Capital Market Indebtedness or a certificate of indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days of such guarantee or security being invoked, unless the Issuer shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted in respect thereof is enforced on behalf of or by the creditor(s) entitled thereto, or
- (d) the Issuer announces its inability to meet its financial obligations generally or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer; such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer applies for or institutes such proceedings, or
- (f) the Issuer ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes likely that the Issuer may not fulfil its payment obligations against the Holders, or
- (g) the Issuer goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganization and such other or new company assumes all obligations contracted by the Issuer in connection with the Notes.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in subparagraph (1)(b) and/or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (g) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent.]

In the case of
Notes issued by
BASF Finance the
following applies

[(1) *Events of default*. Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at their Final Redemption Amount plus accrued interest (if any) to the date of repayment, in the event that

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee and such failure continues unremedied for more than 30 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 2 subparagraph (2)) or a certificate of indebtedness (with an initial maturity of more than one year) of the Issuer or the Guarantor becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer or the Guarantor fails to fulfil any payment obligation in excess of EUR 200,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any certificate of indebtedness (with an initial maturity of more than one year) or under any guarantees or suretyship given for any Capital Market Indebtedness or a certificate of indebtedness (with an initial maturity of more than one year) of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days of such guarantee or security being invoked, unless the Issuer or the Guarantor shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted in respect thereof is enforced on behalf of or by the creditor(s) entitled thereto, or
- (d) the Issuer or the Guarantor announces its inability to meet its financial obligations generally or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Guarantor; such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer or the Guarantor applies for or institutes such proceedings, or the Issuer applies for a "*surseance van betaling*" (within the meaning of The Bankruptcy Act of The Netherlands), or
- (f) the Issuer or the Guarantor ceases all or substantially all of its business operations or sells or disposes of its assets or the substantial part thereof and thus (i) diminishes considerably the value of its assets and (ii) for this reason it becomes likely that the Issuer or the Guarantor may not fulfil its payment obligations against the Holders, or
- (g) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganization and such other or new company assumes all obligations contracted by the Issuer or the Guarantor, in connection with the Notes; or
- (h) the Guarantee ceases to be valid and legally binding for any reason whatsoever.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in subparagraph (1)(b) and/or subparagraph

(1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(d) through (h) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent.]

§ 10 SUBSTITUTION

In the case of
Notes issued by
BASF the following
applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

In the case of
Notes issued by
BASF Finance the
following applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer either the Guarantor or any Affiliate (as defined below) of the Guarantor as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:]

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorizations and may transfer to the Fiscal Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

In the case of
Notes issued by
BASF the following
applies

[(d) it is guaranteed that the obligations of the Issuer from the Guarantee and the Negative Pledge of the Debt Issuance Program of the Issuer (of which the provisions set out below in § 11 applicable to the Notes shall apply *mutatis mutandis*) apply also to the Notes of the Substitute Debtor; and]

In the case of
Notes issued by
BASF Finance the
following applies

[(d) it is guaranteed that the obligations of the Guarantor from the Guarantee and the Negative Pledge of the Debt Issuance Program of the Issuer apply also to the Notes of the Substitute Debtor; and]

- (e) there shall have been delivered to the Fiscal Agent for each jurisdiction affected one opinion of lawyers of recognized standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice*. Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References*. In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In the case of
Notes issued by

[(a) in § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the

BASF the following applies:

preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;

(b) in § 9(1)(c) to (g) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

In the case of Notes issued by BASF Finance the following applies:

[In § 7 and § 5(2) an alternative reference to The Netherlands shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

§ 11

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

(1) *Amendment of the Terms and Conditions.* In accordance with the German Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG"*) the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Resolution of Holders.* Resolutions of Holders shall be passed at the election of the Issuer by vote taken without a meeting in accordance with § 18 SchVG or in a Holder's meeting in accordance with § 9 SchVG.

(4) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holdings' Representative.*

If no Holders' Representative is designated in the Conditions the following applies

[The Holders may by majority resolution appoint a common representative (the "**Holdings' Representative**") to exercise the Holders' rights on behalf of each Holder.]

If the Holders' Representative is appointed in the Conditions the following applies

[The common representative (the "**Holdings' Representative**") shall be **[Holder's Representative]**. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted willfully or with gross negligence.]

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorized to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

In the case of Notes issued by BASF Finance the following applies

[(7) *Amendment of the Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of BASF.]

§ 12

FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ 13

NOTICES

In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange the following applies

[(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted the following applies

[(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(3)] *Form of Notice.* Notices to be given by any Holder shall be made by means of a declaration in text format (*Textform*, e.g. email or fax) or in written form sent together with an evidence of the Holder's entitlement in accordance with § 14[(4)] to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

§ 14

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Submission to Jurisdiction.* The District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes.

In the case of Notes issued by BASF Finance the following applies

[(3) *Appointment of Authorized Agent.* For any Proceedings before German courts, the Issuer appoints BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Federal Republic of Germany as its authorized agent for service of process in the Federal Republic of Germany.]

[(4)] *Enforcement.* Any Holder of Notes may in any Proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the

Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorized officer of the Clearing System or a depository of the Clearing System, without the need for production in such Proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15 LANGUAGE

If the Terms and Conditions shall be in the German language with an English language translation the following applies

[These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

If the Terms and Conditions shall be in the English language with a German language translation the following applies

[These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

If the Terms and Conditions shall be in the English language only the following applies

[These Terms and Conditions are written in the English language only.]

In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-qualified investors in Germany with English language Terms and Conditions the following applies

[Eine deutsche Übersetzung der Anleihebedingungen wird bei der BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Bundesrepublik Deutschland, zur kostenlosen Ausgabe bereitgehalten.]

TERMS AND CONDITIONS OF THE NOTES GERMAN LANGUAGE VERSION

(DEUTSCHE FASSUNG DER ANLEIHEBEDINGUNGEN)

Einführung

Die Anleihebedingungen für die Schuldverschreibungen (die "Anleihebedingungen") sind nachfolgend in zwei Optionen aufgeführt:

Option I umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

Option II umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

Der Satz von Anleihebedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen entweder links von dem Satz der Anleihebedingungen oder in eckigen Klammern innerhalb des Satzes der Anleihebedingungen bezeichnet wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, welche der Option I oder Option II (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) für die einzelne Emission von Schuldverschreibungen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit weder die Emittentin noch die Garantin zum Zeitpunkt der Billigung des Prospektes Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind, enthält dieser Prospekt Leerstellen in eckigen Klammern, die die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

Im Fall, dass die Endgültigen Bedingungen, die für eine einzelne Emission anwendbar sind, nur auf die weiteren Optionen verweisen, die im Satz der Anleihebedingungen der Option I oder Option II enthalten sind, ist Folgendes anwendbar

[Die Bestimmungen dieser Anleihebedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die "Endgültigen Bedingungen") vervollständigt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; alternative oder wählbare Bestimmungen dieser Anleihebedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Anleihebedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Anleihebedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Anleihebedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent und bei der Hauptgeschäftsstelle der Emittentin erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

OPTION I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung

**ANLEIHEBEDINGUNGEN DER SCHULDVERSCHREIBUNGEN
DEUTSCHSPRACHIGE FASSUNG**

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der [BASF SE] [BASF Finance Europe N.V.] (["BASF"]["BASF Finance"] oder die "**Emittentin**") wird in [festgelegte Währung] (die "**festgelegte Währung**") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, ist Folgendes anwendbar: (vorbehaltlich § 1 Absatz (4))] von [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) in einer Stückelung von [festgelegte Stückelung] (die "**festgelegte Stückelung**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

[(3) *Dauerglobalurkunde.* Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelkunden und Zinsscheine werden nicht ausgegeben.]

Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft sind, ist Folgendes anwendbar (für Schuldverschreibungen, die nach den C Rules begeben und/oder die von oder für CDS verwahrt werden)

[(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelkunden und Zinsscheine werden nicht ausgegeben.

Im Fall von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, ist Folgendes anwendbar (für Schuldverschreibungen, die nach den D Rules begeben werden)

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.]

(4) *Clearing System*. Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von [einem oder für ein Clearing Systems verwahrt. "**Clearing System**" bedeutet **[Bei mehr als einem Clearing System ist Folgendes anwendbar: jeweils]** Folgendes: [Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland, ("**CBF**") [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg, ("**CBL**") und Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgien, ("**Euroclear**") (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") sowie jeder Funktionsnachfolger.][CDS & Co. als Beauftragte für CDS Clearing and Depository Services Inc. ("**CDS**" oder das "**Clearing System**") verwahrt.]

Im Fall von Schuldverschreibungen, die im

Namen der ICSDs verwahrt werden, und die Globalurkunde eine NGN ist, ist Folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer *New Global Note* ("**NGN**") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Gesamtnennbetrages der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine für zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbrieften Schuldverschreibungen ist maßgebliche Bescheinigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

[Falls die vorläufige Globalurkunde eine NGN ist, ist Folgendes anwendbar: Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]]

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine CGN ist, ist Folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer *Classical Global Note* ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft werden, die von oder für CDS verwahrt werden, ist Folgendes anwendbar

[Das wirtschaftliche Eigentum an der Dauerglobalurkunde wird durch Buchungserfassungskonten (*book-entry accounts*) von Finanzinstituten vermittelt, die im Namen der wirtschaftlichen Eigentümer handeln und direkte oder indirekte Teilnehmer bei CDS sind. Rechte an der Dauerglobalurkunde können durch Teilnehmer an diesen Systemen unmittelbar jeweils in Kanada durch CDS, 85, Richmond Street West, Toronto, Ontario, Kanada 115H 2C9 oder in Europa durch Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg, ("**CBL**") und Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgien, ("**Euroclear**") (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**") gehalten werden, oder mittelbar durch Organisationen, die Teilnehmer an diesen Systemen sind. CBL und Euroclear werden Rechte im Namen ihrer Teilnehmer durch Wertpapierkonten in ihrem eigenen Namen bei den jeweiligen kanadischen Unterverwahrern halten, welche jeweils amtlich zugelassene kanadische Banken sind (*Canadian Schedule I Chartered Bank*)

("Kanadische Unterverwahrer"). Die Kanadischen Unterverwahrer werden diese Rechte ihrerseits wiederum durch Wertpapierkonten im eigenen Namen bei CDS halten.

Solange die Dauerglobalurkunde noch Schuldverschreibungen verbrieft, werden die Emittentin, der Fiscal Agent und jede andere Zahlstelle die CDS & Co., oder jede andere von CDS benannte Stelle, für alle Zwecke als einzigen Gläubiger der Dauerglobalurkunde behandeln. Die durch die Dauerglobalurkunde verbrieften Schuldverschreibungen sind nur in Übereinstimmungen mit den Regeln und Verfahren der CDS übertragbar. Direkte Rechte können nur in Übereinstimmung mit den Anleihebedingungen und den Regeln und Verfahren der CDS ausgeübt werden.

Außer in den nachstehenden beschränkten Fällen hat kein wirtschaftlicher Eigentümer der Schuldverschreibungen einen Anspruch auf die physische Lieferung von in Einzelkunden verbrieften Schuldverschreibungen. Die Emittentin wird Einzelkunden verbrieften oder verbrieften lassen und die Dauerglobalurkunde durch sie ersetzen, wenn die durch die Dauerglobalurkunde verbrieften Schuldverschreibungen von oder für CDS gehalten werden und (i) CDS die Emittentin benachrichtigt hat, dass sie nicht gewillt oder nicht in der Lage ist weiter Verwahrstelle für die Schuldverschreibungen zu sein und die Emittentin 90 Zahltag (wie in § 4 Absatz (4) definiert) nach Erhalt einer solchen Benachrichtigung keine Nachfolge-Hinterlegungsstelle benannt hat; oder (ii) CDS aufhört eine nach dem Wertpapiergesetz von Ontario (*Securities Act (Ontario)*) anerkannte Clearingstelle oder eine Selbstregulierungsorganisation (*self-regulatory organisation*) nach dem Wertpapiergesetz von Québec (*Securities Act (Québec)*) oder einer anderen kanadischen Wertpapiervorschrift zu sein und kein anderes für die Emittentin zufriedenstellendes Clearingsystem innerhalb von 90 Zahltagen nach Kenntniserlangung der Emittentin vom Verlust der oben benannten Eigenschaft seitens der CDS benannt wird.]

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder **[Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft werden, die von oder für CDS verwahrt werden, ist Folgendes anwendbar** (vorbehaltlich anderweitiger Regelungen gemäß § 1(4) oben und § 4(1) nachstehend)] anderen vergleichbaren Rechts an den Schuldverschreibungen.

(6) *In Bezug genommene Bedingungen*. Die Bestimmungen gemäß Schedule 5 des geänderten und neugefassten Fiscal Agency Agreement vom 10. September 2020 (das "**Agency Agreement**") zwischen BASF, BASF Finance und Deutsche Bank Aktiengesellschaft als Fiscal Agent sowie als Zahlstelle (einsehbar unter www.bourse.lu), die überwiegend das für Gläubigerversammlungen oder Abstimmungen der Gläubiger ohne Versammlung zu wählende Verfahren betreffen, sind in vollem Umfang durch diese Anleihebedingungen in Bezug genommen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG[, GARANTIE UND NEGATIVVERPFLICHTUNG DER GARANTIN]

(1) *Status*. Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung*. Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang an solchen Sicherheiten oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

"Kapitalmarktverbindlichkeit" bezeichnet jede Verbindlichkeit hinsichtlich der Rückzahlung aufgenommener Geldbeträge, die durch Schuldverschreibungen oder sonstige Wertpapiere mit einer ursprünglichen Laufzeit von mehr als einem Jahr, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft oder verkörpert ist.

[(3) *Garantie und Negativverpflichtung der Garantin.* BASF (die "**Garantin**") hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Negativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten (wie vorstehend definiert) und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern oder eine solche Besicherung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. Die Garantie und die Negativverpflichtung stellen einen Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegen die Garantin durchzusetzen.]

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag verzinst, und zwar vom **[Verzinsungsbeginn]** (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit jährlich **[Zinssatz]**%. Die Zinsen sind nachträglich am **[Festzinstermine]** eines jeden Jahres zahlbar (jeweils ein "**Zinszahlungstag**"). Die erste Zinszahlung erfolgt am **[erster Zinszahlungstag]** **[Sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, ist Folgendes anwendbar: und beläuft sich auf [anfänglicher Bruchteilszinsbetrag je festgelegte Stückelung].] [Sofern der Fälligkeitstag kein Festzinstermine ist, ist Folgendes anwendbar: Die Zinsen für den Zeitraum vom [letzter dem Fälligkeitstag vorausgehender Festzinstermine] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [abschließenden Bruchteilszinsbetrag je festgelegte Stückelung].]**

(2) *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen.⁽¹⁾

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) *Zinstagequotient.* "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

Im Fall von Actual/Actual (ICMA Regelung 251) mit nur einer Zinsperiode innerhalb eines Zinsjahres (ausschließlich dem Fall eines

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, geteilt durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

⁽¹⁾ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

ersten oder letzten kurzen oder langen Kupons) ist Folgendes anwendbar

Im Fall von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (einschließlich dem Fall eines ersten oder letzten kurzen Kupons) ist Folgendes anwendbar

[die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch die Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt.]

Im Fall von Actual/Actual (ICMA Regelung 251) mit zwei oder mehr gleichbleibenden Zinsperioden (einschließlich dem Fall eines ersten oder letzten kurzen Kupons) innerhalb eines Zinsjahres ist Folgendes anwendbar

[die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt aus (1) der Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt und (2) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären.]

Im Fall von Actual/Actual (ICMA Regelung 251) und wenn der Zinsberechnungszeitraum länger ist als eine Bezugsperiode (langer Kupon) ist Folgendes anwendbar

[die Summe aus:

- (a) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** das Produkt aus (x)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** und (y) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und
- (b) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** das Produkt aus (x)] [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist Folgendes anwendbar:** und (y) der Anzahl von Zinszahlungstagen, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].

Folgendes gilt für alle Optionen von Actual/Actual (ICMA Regelung 251) anwendbar außer Option Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons)

["Bezugsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[Im Fall eines ersten oder letzten kurzen Zinsberechnungszeitraumes ist Folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gilt der **[Fiktive Zinszahlungstag]** als Zinszahlungstag.] **[Im Fall eines ersten oder letzten langen Zinsberechnungszeitraumes ist Folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gelten der **[Fiktiver Zinszahlungstag]** als Zinszahlungstage].]

Im Fall von Actual/365 (Fixed) ist Folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

Im Fall von 30/360, 360/360 oder Bond Basis ist Folgendes anwendbar

[die Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, in welchem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage verkürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

Im Fall von 30E/360 oder Eurobond Basis ist Folgendes anwendbar

[die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes).]

Im Fall von auf CAD lautenden Schuldverschreibungen, die von oder für CDS verwahrt werden, ist Folgendes anwendbar

[(5) *Interest Act (Canada)*. Für die Zwecke der nach dem *Interest Act (Canada)* geforderten Offenlegung, ist, wann immer Zinsen auf der Basis eines anderen Zeitraums als einem Kalenderjahr zu berechnen sind, der jährliche Zinssatz, der für die Zwecke des *Interest Act (Canada)* dem impliziten Zinssatz einer solchen Berechnung entspricht, der jeweilige implizite Zinssatz multipliziert mit der tatsächlichen Anzahl von Tagen in dem Kalenderjahr, in welchem derselbe festgestellt wird, geteilt durch die Anzahl der Tage, auf der Basis derer eine solche Berechnung vorgenommen wurde. Der vorstehende Satz ist eine nach dem kanadischen Recht geforderte Offenlegung und, um Zweifel zu vermeiden, nichts in diesem Absatz (5) ändert in irgendeiner Weise die Methode, nach der Zinsen auf die Schuldverschreibungen für einen beliebigen Zeitraum zu berechnen sind.]

§ 4 ZÄHLUNGEN

Im Fall von Zahlungen von Kapital oder Zinsen auf eine Globalurkunde ist Folgendes anwendbar

(1) [(a) *Zahlungen auf Kapital*. Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

(b) *Zahlung von Zinsen*. Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

Im Fall von Zinszahlungen auf eine vorläufige Globalurkunde ist Folgendes anwendbar

[Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).]

Im Fall von Zahlungen von Kapital oder Zinsen auf eine Dauerglobalurkunde, die von oder für CDS verwahrt wird, ist Folgendes anwendbar

[*Zahlung von Kapital und Zinsen, Erfüllung*. Zahlungen auf Kapital und Zinsen in Bezug auf die Schuldverschreibungen erfolgen an CDS & Co., oder jede andere von CDS benannte Stelle, und CDS wird die erhaltene Zahlung an die jeweiligen Wertpapierkonten verteilen. CDS & Co., oder jede andere von CDS benannte Stelle, welche als einziger Gläubiger der Dauerglobalurkunde zu behandeln ist, ist die einzige zum Empfang von Zahlungen auf die durch die Dauerglobalurkunde verbrieften Schuldverschreibungen berechnete Person und die Emittentin wird durch jede so an den einzigen Gläubiger dieser Dauerglobalurkunde oder nach dessen

Order geleistete Zahlung von ihrer Zahlungspflicht befreit. Jeder in den Registern der CDS geführte wirtschaftliche Eigentümer eines jeweiligen Nennbetrags der durch die Dauerglobalurkunde verbrieften Schuldverschreibungen muss sich wegen seines oder ihres Anteils jeder so durch die Emittentin an den einzigen Gläubiger der Dauerglobalurkunde oder nach dessen Order geleisteten Zahlung ausschließlich an CDS wenden. Außer dem einzigen Gläubiger der Dauerglobalurkunde hat keine andere Person einen Anspruch gegen die Emittentin in Bezug auf eine fällige Zahlung auf diese Dauerglobalurkunde.]

(2) *Zahlungsweise.* Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften und (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "Code") beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaiger aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu **[Im Fall von auf Renminbi lautenden Schuldverschreibungen ist Folgendes anwendbar:** und vorbehaltlich der Abwicklung zum USD-Gegenwert aufgrund Fehlender Konvertierbarkeit, Fehlender Übertragbarkeit oder Illiquidität gemäß Absatz (7)] erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

[(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.]

Im Fall von Zahlungen von Kapital oder Zinsen auf eine Global-urkunde, die von oder für CBF oder die im Namen der ICSDs verwahrt wird, ist Folgendes anwendbar

[(4)] *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der

[ein Tag (außer einem Samstag oder Sonntag) ist, an dem Geschäftsbanken und Devisenmärkte Zahlungen in **[relevante(s) Finanzzentrum(en)]** abwickeln und an dem das Clearing System geöffnet ist, um Zahlungen abzuwickeln.]

Falls die festgelegte Währung nicht EUR ist, ist Folgendes anwendbar

[ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") geöffnet sind, um Zahlungen abzuwickeln.]

Falls die festgelegte Währung EUR ist, ist Folgendes anwendbar

[(5)] *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzahlen, ist Folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen;] **[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zurückzahlen, ist folgendes anwendbar:** den Ereignis-Wahl-Rückzahlungsbetrag der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die

Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

[(6)] *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main, Bundesrepublik Deutschland, Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

Im Fall von auf
Renminbi
lautenden
Schuldverschrei-
bungen ist
Folgendes
anwendbar

[(7) (a)] *Zahlungsverschiebung oder Abwicklung zum USD-Gegenwert.*

Ungeachtet jeglicher entgegenstehender Bestimmungen in diesen Anleihebedingungen, falls die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin]** nach Treu und Glauben und in wirtschaftlich angemessener Weise festlegt, dass sie aufgrund Fehlender Konvertierbarkeit, Fehlender Übertragbarkeit oder Illiquidität (jeweils ein "**RMB-Währungsereignis**") nicht in der Lage ist, Zahlungen in Bezug auf die Schuldverschreibungen **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantie]** bei Fälligkeit vollständig in RMB in Hongkong zu leisten, kann die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin]** **[Falls vorzeitige Rückzahlung nach Wahl der Emittentin wegen Fehlender Konvertierbarkeit, Fehlender Übertragbarkeit oder Illiquidität anwendbar ist, gilt folgendes:]**, vorbehaltlich einer vorzeitigen Rückzahlung gemäß § 5[(7)], nach eigenem Ermessen (i) die jeweilige Zahlung auf den zweiten Geschäftstag nach dem Tag, an dem das RMB-Währungsereignis nicht mehr besteht, verschieben, es sei denn, das RMB-Währungsereignis besteht 14 aufeinanderfolgende Tage nach dem jeweiligen Fälligkeitstag fort, oder (ii) jede derartige Zahlung an dem jeweiligen Fälligkeitstag in US-Dollar zum USD-Gegenwert jedes solchen RMB-Betrages leisten. Entscheidet sich die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin]** dafür, die jeweilige Zahlung zu verschieben und das RMB-Währungsereignis besteht für mehr als 14 aufeinanderfolgende Tage nach dem jeweiligen Fälligkeitstag fort, wird die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin]** die jeweilige Zahlung an dem Geschäftstag in US-Dollar zum USD-Gegenwert jedes solchen RMB-Betrages leisten, der auf den 14. aufeinanderfolgenden Tag nach dem jeweiligen Fälligkeitstag folgt. Bei Feststellung, dass ein RMB-Währungsereignis eingetreten ist, wird die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin]** nicht später als 14 Uhr (Hongkong Zeit) am Kurs-Feststellungstag (i) die Berechnungsstelle (wie in § 6 definiert) benachrichtigen und (ii) die Berechnungsstelle anweisen, die Gläubiger gemäß § 13 über den Eintritt eines RMB-Währungsereignisses und die Entscheidung der Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. der Garantin]**, Zahlungen zu verschieben oder Zahlungen in US-Dollar zu leisten, zu benachrichtigen. In diesem Fall wird die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin]** die Mitteilung an die Gläubiger so früh wie möglich gemäß § 13 veranlassen. Im Fall von Zahlungen gemäß diesem § 4[(7)](a) werden die Schuldverschreibungen vom jeweiligen Fälligkeitstag der Schuldverschreibungen (einschließlich) bis zum Tag der tatsächlichen Rückzahlung (einschließlich) nicht verzinst.

(b) *Zahlungen in US-Dollar.* Falls die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin]** entscheidet, Zahlungen in US-Dollar zu leisten, werden Zahlungen des USD-Gegenwertes des jeweiligen RMB-Betrages an die Person(en) gemäß diesem § 4 geleistet. Die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin]** wird durch Leistung einer jeder solchen Zahlung von ihrer jeweiligen Zahlungspflicht unter den Schuldverschreibungen **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden: bzw. unter der Garantie]** befreit.

(c) *Nichtverfügbarkeit des Kassakurses.* Falls (a) die Emittentin **[Im Fall von**

Schuldverschreibungen, die von BASF Finance begeben werden: bzw. die Garantin] entscheidet, Zahlungen in US-Dollar zu leisten und (b) es nicht möglich ist, den Kassakurs am Kurs-Feststellungstag einzuholen, kann die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin] nach eigenem Ermessen den Kurs-Feststellungstag auf den nächsten Geschäftstag, an dem der Kassakurs eingeholt werden kann, verschieben, es sei denn, die Nichtverfügbarkeit des Kassakurses besteht für bis zu 15 aufeinanderfolgende Tage nach dem Tag, der aufgrund der Nichtverfügbarkeit des Kassakurses der Kurs-Feststellungstag wäre (der "**Anfängliche Kurs-Feststellungstag**"), fort. Falls die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin] entscheidet, den Kurs-Feststellungstag zu verschieben und der Kassakurs bis zum 15. aufeinanderfolgenden Tag nach dem Anfänglichen Kurs-Feststellungstag nicht verfügbar ist, ist der erste Geschäftstag nach dem 15. aufeinanderfolgenden Tag nach dem Anfänglichen Kurs-Feststellungstag der Kurs-Feststellungstag. Wird der Kurs-Feststellungstag verschoben, wird der jeweilige Fälligkeitstag von Zahlungen auf den zweiten Geschäftstag nach dem Kurs-Feststellungstag verschoben. Die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin] wird ohne unangemessene Verzögerung nachdem sie festgestellt hat, dass es nicht möglich ist, den Kassakurs am Kurs-Feststellungstag einzuholen (i) die Berechnungsstelle benachrichtigen und (ii) die Berechnungsstelle anweisen, die Gläubiger gemäß § 13 über die Nichtverfügbarkeit des Kassakurses und die Entscheidung der Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin], den Kurs-Feststellungstag zu verschieben oder die Berechnungsstelle anzuweisen, den Kassakurs zu bestimmen, zu benachrichtigen. In diesem Fall wird die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin] die Mitteilung an die Gläubiger so früh wie möglich gemäß § 13 veranlassen. Im Fall von Zahlungen gemäß diesem § 4[(7)](a) werden die Schuldverschreibungen vom jeweiligen Fälligkeitstag der Schuldverschreibungen (einschließlich) bis zum Tag der tatsächlichen Rückzahlung (einschließlich) nicht verzinst.

(d) *Definitionen.* Für die Zwecke dieses Absatzes (7) haben die folgenden Begriffe folgende Bedeutung:

"**Staatliche Stelle**" bezeichnet alle de facto oder de jure staatlichen Regierungen (einschließlich der dazu gehörenden Behörden oder Organe), Gerichte, rechtsprechenden, verwaltungsbehördlichen oder sonstigen staatlichen Stellen und alle sonstigen (privatrechtlichen oder öffentlich-rechtlichen) Personen (einschließlich der jeweiligen Zentralbank), die mit Aufsichtsfunktionen über die Finanzmärkte in Hongkong betraut sind.

"**Hong Kong**" bezeichnet die Sonderverwaltungszone Hongkong der Volksrepublik China.

"**Illiquidität**" bezeichnet die Illiquidität des allgemeinen RMB-Devisenmarkts in Hongkong, außer in Folge Fehlender Konvertierbarkeit oder Fehlender Übertragbarkeit, infolgedessen die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin] (nachdem von ihr alle Anstrengungen unternommen wurden) nicht die ausreichende Menge an RMB zur vollständigen Erfüllung ihrer Zahlungsverpflichtungen in Bezug auf die Schuldverschreibungen **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantie] erhalten kann.

"**Fehlende Konvertierbarkeit**" bezeichnet den Eintritt eines Ereignisses, das die Umwandlung eines fälligen Betrags in Bezug auf die Schuldverschreibungen **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantie] in RMB am allgemeinen RMB-Devisenmarkt in Hongkong unmöglich, oder, nachdem alle Anstrengungen unternommen wurden, undurchführbar macht, sofern diese Unmöglichkeit oder Undurchführbarkeit ausschließlich auf eine Nichteinhaltung von Gesetzen, Verordnungen oder Vorschriften einer Staatlichen Stelle seitens der Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. der Garantin] zurückzuführen ist (es sei denn, die betreffenden Gesetze, Verordnungen oder Vorschriften werden nach dem Begebungstag der Schuldverschreibungen verabschiedet bzw. erlassen und ihre Einhaltung ist der

Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. der Garantin] aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses nicht möglich oder, nachdem von ihr alle Anstrengungen unternommen wurden, undurchführbar).

"Fehlende Übertragbarkeit" bezeichnet den Eintritt eines Ereignisses, das eine Überweisung von RMB zwischen Konten innerhalb Hongkongs oder von einem Konto in Hongkong auf ein Konto außerhalb Hongkongs unmöglich oder, nachdem alle Anstrengungen unternommen wurden, undurchführbar macht, sofern diese Unmöglichkeit oder Undurchführbarkeit ausschließlich auf eine Nichteinhaltung von Gesetzen, Verordnungen oder Vorschriften einer Staatlichen Stelle seitens der Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. der Garantin] zurückzuführen ist (es sei denn, die betreffenden Gesetze, Verordnungen oder Vorschriften werden nach dem Begebungstag der Schuldverschreibungen verabschiedet bzw. erlassen und ihre Einhaltung ist der Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. der Garantin] aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses nicht möglich oder, nachdem von ihr alle Anstrengungen unternommen wurden, undurchführbar).

"Kurs-Feststellungstag" bezeichnet den Tag, der zwei Geschäftstage vor dem Fälligkeitstag der jeweiligen Zahlung gemäß dieser Anleihebedingungen liegt, vorbehaltlich einer Anpassung gemäß Absatz (7)(c) oben.

"Kassakurs" bezeichnet das arithmetische Mittel zwischen Geld- und Briefkurs zwischen US-Dollar und RMB für den Kauf von US-Dollar mit Renminbi auf dem außerbörslichen Renminbi Devisenmarkt in Hongkong mit Abwicklung nach zwei Geschäftstagen zu dem von der Berechnungsstelle am Kurs-Feststellungstag um ca. 11.00 Uhr (Hongkong Zeit), unter der Annahme einer tatsächlichen Abwicklung, unter Heranziehung der auf der Bildschirmseite TRADCNY3 von Reuters unter der Spalte USD/CNH festgelegten Kurse, oder, sofern solche Kurse nicht zur Verfügung stehen, unter der Annahme eines synthetischen Geschäfts, unter Heranziehung der Bildschirmseite TRADNDF von Reuters oder der jeweiligen Nachfolgeseiten. Sofern keiner dieser Kurse verfügbar ist, wird die Berechnungsstelle den Kassakurs um ca. 11.00 Uhr (Hongkong Zeit) am Kurs-Feststellungstag als aktuellsten verfügbaren offiziellen US-Dollar/RMB Kurs für Abwicklungen am übernächsten Geschäftstag, wie vom staatlichen Devisenamts der Volksrepublik China (*State Administration of Foreign Exchange of the People's Republic of China*) veröffentlicht, der auf der Bildschirmseite CNY=SAEC von Reuters veröffentlicht wird, bestimmen. Verweise auf Bildschirmseiten von Reuters beziehen sich auf von Reuters so bezeichnete Monitor Money Rates Service Seiten (oder einen an dessen Stelle tretenden Dienst) oder auf andere Seiten, die diese Seiten zum Zwecke der Darstellung eines vergleichbaren Devisenwechsellkurses gegebenenfalls ersetzen.

"USD-Gegenwert" eines RMB-Betrags bezeichnet den in US-Dollar anhand des Kassakurses für den jeweiligen Kurs-Feststellungstag umgewandelten jeweiligen RMB-Betrag, wie von der Berechnungsstelle an dem Kurs-Feststellungstag bestimmt und der Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. der Garantin] unverzüglich mitgeteilt.

"Geschäftstag" bezeichnet für die Zwecke dieses § 4 Absatz (7) einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken für den allgemeinen Geschäftsverkehr (einschließlich Devisengeschäften) in [Hongkong, Peking] geöffnet sind.

(e) *Bezugnahmen.* Bezugnahmen auf **"RMB"** bezeichnen die gesetzliche Währung der Volksrepublik China, wobei dieser Begriff Hongkong, die Sonderverwaltungszone Macao der Volksrepublik China und Taiwan ausschließt.

(f) *Verbindlichkeit der Festsetzungen.* Alle Mitteilungen, Auffassungen, Feststellungen, Bescheinigungen, Berechnungen, Kursnotierungen und Entscheidungen, die für die Zwecke dieser Bestimmungen von der Berechnungsstelle abgegeben, zum Ausdruck gebracht, vorgeommen oder eingeholt werden, sind (außer in Fällen von Vorsatz, Arglist oder offenkundigen Fehlern) für die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin], die Erfüllungsgehilfen und alle Gläubiger verbindlich.]

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet **[Im Fall von auf Renminbi lautenden Schuldverschreibungen ist Folgendes anwendbar:** bzw. vorbehaltlich einer Zahlungsverchiebung gemäß § 4 Absatz (7)], werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am **[Fälligkeitstag]** (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibung.

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 Tagen und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 Tagen und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin oder die Garantin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder der Niederlande oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin oder der Garantin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin oder die Garantin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.]

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende

Falls die Gläubiger das Wahlrecht haben, die Schuldverschreibungen vorzeitig aufgrund eines Kontrollwechsels zu kündigen, ist Folgendes anwendbar

Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

[(3) **Kontrollwechsel**. Tritt ein Kontrollwechsel ein und kommt es innerhalb des Kontrollwechselzeitraums zu einer Absenkung des Ratings auf Grund des Kontrollwechsels (zusammen, ein "**Rückzahlungsereignis**"), hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Rückzahlungsmittelteilung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz (2) angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag, zuzüglich aufgelaufener Zinsen bis zum Rückzahlungstag (ausschließlich), zu verlangen.

Für Zwecke dieses Wahlrechts:

Bedeutet "**Ratingagentur**" jede Ratingagentur von S&P Global Ratings Europe Limited ("**S&P**") und Moody's Investors Services ("**Moody's**") oder eine ihrer jeweiligen Nachfolgegesellschaften oder jede andere von BASF von Zeit zu Zeit bestimmte Ratingagentur vergleichbaren internationalen Ansehens;

Gilt eine "**Absenkung des Ratings**" in Bezug auf einen Kontrollwechsel als eingetreten, wenn innerhalb des Kontrollwechselzeitraums ein vorher für BASF oder die Schuldverschreibungen vergebenes Rating einer Ratingagentur (i) zurückgezogen oder (ii) von einem Investment Grade Rating (BBB- von S&P/Baa3 von Moody's oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P/Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert wird;

Gilt ein "**Kontrollwechsel**" jedes Mal als eingetreten, wenn eine Person oder mehrere Personen (die "**relevante(n) Person(en)**"), die im Sinne von § 30 Absatz 2 des Wertpapiererwerbs- und Übernahmegesetzes (WpÜG) abgestimmt handeln, oder ein oder mehrere Dritte(r), die im Auftrag der relevanten Person(en) handeln, zu irgendeiner Zeit mittelbar oder unmittelbar (unabhängig davon, ob der Vorstand oder der Aufsichtsrat der BASF seine Zustimmung erteilt hat) eine solche Anzahl von Aktien der BASF hält bzw. halten oder erworben hat bzw. haben, auf die mehr als 50% der Stimmrechte entfallen;

Ist der "**Kontrollwechselzeitraum**" der Zeitraum, der 120 Tage nach dem Eintritt eines Kontrollwechsels endet; und

Ist der "**Rückzahlungstag**" der fünfzehnte Tag nach dem letzten Tag des Ausübungszeitraums.

Sofort nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird sie den Gläubigern gemäß § 13 Mitteilung vom Rückzahlungsereignis machen (eine "**Rückzahlungsmittelteilung**"), in der die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in diesem § 5 Absatz (3) genannten Wahlrechts angegeben sind.

Um dieses Wahlrecht auszuüben, hat der Gläubiger innerhalb eines Zeitraums von 45 Tagen nachdem die Rückzahlungsmittelteilung veröffentlicht ist (der "**Ausübungszeitraum**"), an die bezeichnete Geschäftsstelle des Fiscal Agent eine Mitteilung zur vorzeitigen Rückzahlung in Textform (z.B. eMail oder Fax) oder in schriftlicher Form ("**Ausübungserklärung**") zu schicken. Falls die Ausübungserklärung nach 17:00 Uhr Frankfurt am Main Zeit am 45. Tag nach Veröffentlichung der Rückzahlungsmittelteilung eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird und (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben). Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen des Fiscal Agent in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu festgelegten Wahlrückzahlungsbeträgen (Call) zurückzahlen, ist Folgendes anwendbar

[[4)] Vorzeitige Rückzahlung nach Wahl der Emittentin.

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) oder jederzeit danach bis zum jeweils nachfolgenden Wahl-Rückzahlungstag (ausschließlich) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Call), wie nachstehend angegeben, nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

Wahl-Rückzahlungstag(e) (Call)	Wahl-Rückzahlungsbetrag/beträge (Call)
[Wahl-Rückzahlungstag(e)]	[Wahl-Rückzahlungsbetrag/beträge]
[_____]	[_____]
[_____]	[_____]

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz [(6)] dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:
- (i) die zurückzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzahlenden Schuldverschreibungen;
 - (iii) den Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
 - (iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist Folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzahlen, ist Folgendes anwendbar

[[5)] Vorzeitige Rückzahlung nach Wahl der Emittentin.

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen jederzeit insgesamt oder teilweise (jeweils ein **"Vorzeitiger Wahl-Rückzahlungstag (Call)"**) zum vorzeitigen Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Vorzeitigen Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz [(6)] dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin

gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und
 - (iii) den Vorzeitigen Wahl-Rückzahlungstag (Call), der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist Folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]

Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu festgelegtem/n Wahlrückzahlungsbetrag/-beträgen (Put) zu kündigen, ist Folgendes anwendbar

[[6)] *Vorzeitige Rückzahlung nach Wahl des Gläubigers.*

- (a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den Wahl-Rückzahlungstag(en) (Put) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Wahl-Rückzahlungstag(e) (Put)	Wahl-Rückzahlungsbetrag/beträge (Put)
[Wahl-Rückzahlungstag(e)]	[Wahl-Rückzahlungsbetrag/beträge]
[_____]	[_____]
[_____]	[_____]

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 5 verlangt hat.

- (b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als 30 Tage und nicht mehr als 60 Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle des Fiscal Agent eine Mitteilung zur vorzeitigen Rückzahlung in Textform (z.B. eMail oder Fax) oder in schriftlicher Form ("**Ausübungserklärung**") zu schicken. Falls die Ausübungserklärung nach 17:00 Uhr Frankfurt am Main Zeit am 30. Tag vor dem Wahl-Rückzahlungstag (Put) eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird und (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben). Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen des Fiscal Agent in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

Im Fall von Schuldverschreibungen, deren festgelegte Währungsrenninbi ist und falls die Emittentin das Recht zur

[[7)] *Vorzeitige Rückzahlung nach Wahl der Emittentin wegen Fehlender Konvertierbarkeit, Fehlender Übertragbarkeit oder Illiquidität.* Falls die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin] aufgrund Fehlender Konvertierbarkeit, Fehlender Übertragbarkeit oder Illiquidität (wie jeweils in § 4 Absatz 7 definiert) nicht in der Lage ist, Zahlungen in Bezug auf die Schuldverschreibungen **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantie] bei Fälligkeit vollständig in

vorzeitigen Rückzahlung wegen Fehlender Konvertierbarkeit, Fehlender Übertragbarkeit oder Illiquidität hat, ist Folgendes anwendbar

RMB in Hongkong zu leisten, kann die Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden:** bzw. die Garantin] die Schuldverschreibungen insgesamt, jedoch nicht teilweise, mit einer Kündigungsfrist von nicht weniger als 10 und nicht mehr als 30 Tagen unwiderruflich gegenüber den Gläubigern gemäß § 13 vorzeitig kündigen und zum USD-Gegenwert (wie in § 4 Absatz 7 definiert) des Vorzeitigen Rückzahlungsbetrages zuzüglich des USD-Gegenwerts etwaiger bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen zurückzahlen.]

Falls vorzeitige Rückzahlung bei geringem ausstehendem Nennbetrag anwendbar ist, ist folgendes anwendbar

[[8)] Rückkauf; Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehendem Nennbetrag. Die Emittentin kann jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis kaufen. Derartig erworbene Schuldverschreibungen können entwertet, gehalten oder wieder veräußert werden. Falls die Emittentin Schuldverschreibungen in einem Gesamtnennbetrag von 75% oder mehr des ursprünglich begebenen Gesamtnennbetrages der Schuldverschreibungen erworben hat, und der Gesamtnennbetrag der Schuldverschreibungen in der Globalurkunde um diesen Prozentsatz reduziert wurde, kann die Emittentin die verbleibenden Schuldverschreibungen (insgesamt, jedoch nicht teilweise) mit einer Kündigungsfrist von nicht weniger als 10 und nicht mehr als 30 Tagen unwiderruflich gegenüber den Gläubigern gemäß § 13 kündigen und zum Rückzahlungsbetrag nebst etwaiger bis zum Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzahlen.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zum Ereignis-Wahlrückzahlungsbetrag zurückzuzahlen, ist folgendes anwendbar

[[9)] Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung.

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) mittels einer Transaktions-Mitteilung gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am jeweiligen Rückzahlungstag zum Ereignis-Wahl-Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzahlen. **"Ereignis-Wahl-Rückzahlungsbetrag"** bezeichnet **[Ereignis-Wahl-Rückzahlungsbetrag]**.

"Transaktions-Mitteilung" bezeichnet eine Mitteilung innerhalb der Transaktionskündigungsfrist, dass die Transaktion vor ihrem Abschluss beendet wurde oder dass die Transaktion aus irgendeinem Grund nicht durchgeführt wird oder dass die Emittentin öffentlich erklärt hat, dass sie nicht länger beabsichtigt, die Transaktion zu verfolgen.

"Transaktionskündigungsfrist" bezeichnet den Zeitraum vom **[Begebungstag]** bis zum **[Datum Ende des Zeitraums]**. **"Transaktion"** bezeichnet **[Beschreibung der Transaktion bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden]**.

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz **[[6)]** dieses § 5 verlangt hat.]

(b) Die Transaktions-Mitteilung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekanntzugeben. Sie beinhaltet die folgenden Angaben:

(i) die zurückzuzahlende Serie von Schuldverschreibungen;

(ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und

(iii) den jeweiligen Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den

Gläubigern liegen darf.

- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum vorzeitigen Rückzahlungsbetrag zurückzuzahlen, ist Folgendes anwendbar

[(10)] *Vorzeitiger Rückzahlungsbetrag.* [(a)] Für die Zwecke des Absatzes (2) [und [(7)]] dieses § 5, entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag.

[(b)] Für die Zwecke des Absatzes [(5)] dieses § 5 entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung (i) dem Rückzahlungsbetrag oder (ii), falls höher, dem abgezinsten Marktwert der Schuldverschreibung. Der abgezinste Marktwert einer Schuldverschreibung wird von der Berechnungsstelle errechnet und entspricht dem abgezinsten Wert der Summe des Nennbetrages der Schuldverschreibung und der verbleibenden Zinszahlungen bis zum **[Fälligkeitstag]**. Der abgezinste Wert wird von der Berechnungsstelle errechnet, indem der Nennbetrag der Schuldverschreibung und die verbleibenden Zinszahlungen bis zum **[Fälligkeitstag]** auf einer jährlichen Basis, bei Annahme eines 365-Tage Jahres bzw. eines 366-Tage Jahres und der tatsächlichen Anzahl von Tagen, die einem solchen Jahr abgelaufen sind, unter Anwendung der Vergleichbaren Benchmark Rendite zuzüglich **[Prozentsatz]**% abgezinst werden. Die "**Vergleichbare Benchmark Rendite**" bezeichnet die am Rückzahlungs-Berechnungstag bestehende Rendite der entsprechenden [Euro-Referenz-Anleihe der Bundesrepublik Deutschland] [durch HM Treasury begebenen Sterling-Referenzanleihe des Vereinigten Königreichs] [Schweizer Franken-Referenz-Bundesanleihe der Schweizerischen Eidgenossenschaft] [Referenz-U.S. Staatsanleihe (*US Treasury debt security*) in U.S. Dollar] mit einer Laufzeit, die mit der verbleibenden Laufzeit der Schuldverschreibung bis zum **[Fälligkeitstag]** vergleichbar ist, und die im Zeitpunkt der Auswahlentscheidung und entsprechend der üblichen Finanzmarktpraxis zur Preisbestimmung bei Neuemissionen von Unternehmensanleihen mit einer bis zum **[Fälligkeitstag]** der Schuldverschreibung vergleichbaren Laufzeit verwendet werden würde. "**Rückzahlungs-Berechnungstag**" ist der dritte Zahltag vor dem jeweiligen Wahl-Rückzahlungstag (Call).]

§ 6

DER FISCAL AGENT[,] [UND] DIE ZAHLSTELLE [UND DIE BERECHNUNGSSTELLE]

(1) *Bestellung; bezeichnete Geschäftsstelle.* Der anfänglich bestellte Fiscal Agent [,] [und] die anfänglich bestellte Zahlstelle [und die anfänglich bestellte Berechnungsstelle] und deren bezeichnete Geschäftsstellen lauten wie folgt:

Folgendes ist außer für eine Dauerglobalurkunde, die von oder für CDS verwahrt wird, anwendbar

[Fiscal Agent und Zahlstelle: Deutsche Bank Aktiengesellschaft
Trust & Agency Services
Tanusanlage 12
60325 Frankfurt am Main
Bundesrepublik Deutschland]

Im Fall einer Dauerglobalurkunde, die von oder für CDS verwahrt wird, ist Folgendes anwendbar

[Fiscal Agent und Zahlstelle: **[Name und bezeichnete Geschäftsstelle des/der Kanadischen Fiscal Agent und Zahlstelle]]**

Falls die Emittentin das Wahlrecht hat, die Schuldver-

[Berechnungsstelle: **[Name und bezeichnete Geschäftsstelle]]**

schreibungen
vorzeitig zum
vorzeitigen
Rückzahlungsbetrag
zurückzahlen
oder im Fall von
Schuldverschreibungen,
deren festgelegte
Währung Renminbi
ist, ist Folgendes
anwendbar

Der Fiscal Agent [,] [und] die Zahlstelle [und die Berechnungsstelle] behalten sich das Recht vor, jederzeit ihre bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agents oder einer Zahlstelle [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt [(i)] einen Fiscal Agent unterhalten **[Im Fall von Zahlungen in U.S. Dollar ist Folgendes anwendbar:**, (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S. Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] **[Im Fall einer Dauerglobalurkunde, die von oder für CDS verwahrt wird, ist Folgendes anwendbar:**, (iii) eine(n) kanadische(n) Fiscal Agent und eine Zahlstelle mit bezeichneter Geschäftsstelle in Toronto, Ontario unterhalten] **[Falls eine Berechnungsstelle bestellt werden soll, ist Folgendes anwendbar:** und [(iv)] eine Berechnungsstelle unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 Tage und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent [,] [und] die Zahlstelle [und die Berechnungsstelle] handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Im Fall von
Schuldverschreibungen,
die von BASF begeben
werden, ist
Folgendes
anwendbar

[Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen

Abzug oder Einbehalt vornimmt; oder

- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungssteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen oder unter der Garantie zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in den Niederlanden oder der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in den Niederlanden oder der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu den Niederlanden oder der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in den Niederlanden oder der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Niederlande oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungssteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens

der Emittentin zu zahlen wären.]

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes anwendbar

[(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz (2) definiert) oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechtleistung des dieser Kapitalmarktverbindlichkeit oder des Schuldscheindarlehens (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) zugrunde liegenden Vertrages, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 200.000.000 aus einer Kapitalmarktverbindlichkeit oder einem Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) oder aufgrund einer Bürgschaft oder Garantie, die für die Kapitalmarktverbindlichkeit oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn, die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird; oder
- (d) die Emittentin ihre Zahlungsunfähigkeit allgemein bekanntgibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin ein solches Verfahren einleitet oder beantragt; oder
- (f) die Emittentin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräußert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann; oder
- (g) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum.* In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent

Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz (2) definiert) oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) der Emittentin oder der Garantin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechtleistung des dieser Kapitalmarktverbindlichkeit oder des Schuldscheindarlehens zugrunde liegenden Vertrages, oder die Emittentin oder die Garantin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 200.000.000 aus einer Kapitalmarktverbindlichkeit oder einem Schuldscheindarlehen oder aufgrund einer Bürgschaft oder Garantie, die für die Kapitalmarktverbindlichkeit oder ein Schuldscheindarlehen Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn, die Emittentin oder die Garantin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird; oder
- (d) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit allgemein bekanntgibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt oder die Emittentin ein "*surseance van betaling*" (im Sinne des niederländischen Insolvenzrechts) beantragt; oder
- (f) die Emittentin oder die Garantin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräußert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin oder die Garantin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann; oder
- (g) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist; oder
- (h) die Garantie aus irgendeinem Grund nicht mehr wirksam und rechtlich bindend ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum.* In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung,

sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (h) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.]

§ 10 ERSETZUNG

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes anwendbar

[(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger entweder die Garantin oder ein mit der Garantin verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:]

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Emittentin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittentin (auf die die unten in § 11 aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden) auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Garantin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittentin auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

(e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekannt zu machen.

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in

diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung Folgendes:

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes anwendbar

[(a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);

(b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Niederlande als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

§ 11

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE]

(1) *Änderung der Anleihebedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz – "SchVG"*) durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Beschlüsse der Gläubiger.* Beschlüsse der Gläubiger werden nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung nach § 18 SchVG oder einer Gläubigerversammlung nach § 9 SchVG gefasst.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird, ist Folgendes anwendbar

[Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

Im Fall der Bestellung des gemeinsamen

[Gemeinsamer Vertreter ist **[Gemeinsamer Vertreter]**. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe

Vertreter in den Bedingungen, ist Folgendes anwendbar

Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluß eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluß sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(7) *Änderung der Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der BASF Anwendung.]

§ 12 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 13 MITTEILUNGEN

Im Fall von Schuldverschreibungen, die in der offiziellen Liste der Luxemburger Börse notiert werden, ist Folgendes anwendbar

[(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit die Regeln der Luxemburger Börse dies zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

Im Fall von Schuldverschreibungen, die nicht an einer Börse notiert sind, ist Folgendes anwendbar

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(3)] *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (z.B. eMail oder Fax) oder schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz [4] an den Fiscal Agent geschickt werden. Eine solche Mitteilung kann über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14

ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main, Bundesrepublik Deutschland.

[(3)] *Bestellung von Zustellungsbevollmächtigten.* Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Bundesrepublik Deutschland, zu ihrer Zustellungsbevollmächtigten in der Bundesrepublik Deutschland.]

Im Falle von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(4)] *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15

SPRACHE

Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist Folgendes anwendbar

[Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

Falls die Anleihebedingungen in englischer Sprache

[Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich.]

**mit einer
Übersetzung in die
deutsche Sprache
abgefasst sind, ist
Folgendes
anwendbar**

Die Übersetzung in die deutsche Sprache ist unverbindlich.]

**Falls die Anleihe-
bedingungen
ausschließlich in
deutscher Sprache
abgefasst sind, ist
Folgendes
anwendbar**

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

OPTION II – Anleihebedingungen für Schuldverschreibungen mit variabler Verzinsung

**ANLEIHEBEDINGUNGEN DER SCHULDVERSCHREIBUNGEN
DEUTSCHSPRACHIGE FASSUNG**

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Stückelung.* Diese Serie der Schuldverschreibungen (die "**Schuldverschreibungen**") der [BASF SE] [BASF Finance Europe N.V.] (["BASF"] ["BASF Finance"]) oder die "Emittentin") wird in [festgelegte Währung] (die "**festgelegte Währung**") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, ist Folgendes anwendbar: (vorbehaltlich § 1 Absatz (4))] von [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) in einer Stückelung von [festgelegte Stückelung] (die "**festgelegte Stückelung**") begeben.

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

[(3) *Dauerglobalurkunde.* Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.]

Im Fall von Schuldverschreibungen, die durch eine Dauerglobalurkunde verbrieft sind, ist Folgendes anwendbar

[(3) *Vorläufige Globalurkunde – Austausch.*

(a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in der festgelegten Stückelung, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

Im Fall von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, ist Folgendes anwendbar

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag gegen die Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.]

(4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von einem oder für ein Clearing Systems verwahrt. "**Clearing System**" bedeutet [Bei mehr als einem Clearing System ist Folgendes anwendbar: jeweils] Folgendes: [Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland, ("**CBF**") [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxemburg, Großherzogtum Luxemburg, ("**CBL**") und Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgien, ("**Euroclear**") (CBL und

Euroclear jeweils ein "ICSD" und zusammen die "ICSDs"] sowie jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im

Namen der ICSDs verwahrt werden, und die Globalurkunde eine NGN ist, ist Folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer *New Global Note* ("NGN") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Gesamtnennbetrages der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine für zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbrieften Schuldverschreibungen ist maßgebliche Bescheinigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

[Falls die vorläufige Globalurkunde eine NGN ist, ist Folgendes anwendbar: Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine CGN ist, ist Folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer *Classical Global Note* ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

(6) *In Bezug genommene Bedingungen*. Die Bestimmungen gemäß Schedule 5 des geänderten und neugefassten Fiscal Agency Agreement vom 10. September 2020 (das "**Agency Agreement**") zwischen BASF, BASF Finance und Deutsche Bank Aktiengesellschaft als Fiscal Agent sowie als Zahlstelle (einsehbar unter www.bourse.lu), die überwiegend das für Gläubigerversammlungen oder Abstimmungen der Gläubiger ohne Versammlung zu wählende Verfahren betreffen, sind in vollem Umfang durch diese Anleihebedingungen in Bezug genommen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG[, GARANTIE UND NEGATIVVERPFLICHTUNG DER GARANTIN]

(1) *Status*. Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung*. Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine

Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, ohne jeweils die Gläubiger zur gleichen Zeit und im gleichen Rang an solchen Sicherheiten oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

"**Kapitalmarktverbindlichkeit**" bezeichnet jede Verbindlichkeit hinsichtlich der Rückzahlung aufgenommenen Geldbeträge, die durch Schuldverschreibungen oder sonstige Wertpapiere mit einer ursprünglichen Laufzeit von mehr als einem Jahr, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft oder verkörpert ist.

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(3) *Garantie und Negativverpflichtung der Garantin.* BASF (die "**Garantin**") hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Negativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten (wie vorstehend definiert) und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern oder eine solche Besicherung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. Die Garantie und die Negativverpflichtung stellen einen Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegen die Garantin durchzusetzen.]

§ 3 ZINSEN

(1) *Zinszahlungstage.*

(a) Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag ab dem **[Verzinsungsbeginn]** (der "**Verzinsungsbeginn**") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.

(b) "**Zinszahlungstag**" bedeutet

[jeder **[festgelegte Zinszahlungstage]**.]

Im Fall von festgelegten Zinszahlungstagen ist Folgendes anwendbar

[(soweit diese Anleihebedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der **[Zahl]** **[Wochen]** **[Monate]** nach dem vorhergehenden Zinszahlungstag, oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt.]

Im Fall von festgelegten Zinsperioden ist Folgendes anwendbar

(c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird der Zinszahlungstag

Im Fall der modifizierten folgender Geschäftstag-Konvention ist Folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

Im Fall der FRN-Konvention ist Folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der **[Zahl]** Monate nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]

Im Fall der folgender Geschäftstag-Konvention ist Folgendes anwendbar

[auf den nachfolgenden Geschäftstag verschoben.]

Falls die festgelegte Währung nicht EUR ist, ist Folgendes anwendbar

(d) "**Geschäftstag**" bezeichnet

[einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für Geschäfte in **[relevante(s) Finanzzentrum(en)]** geöffnet sind und Devisenmärkte Zahlungen in **[relevantes Finanzzentrum(en)]** abwickeln und an dem das Clearing System geöffnet ist, um Zahlungen abzuwickeln.]

Falls die festgelegte Währung EUR ist, ist Folgendes anwendbar

[einen Tag (außer einem Samstag oder Sonntag) an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") geöffnet sind, um Zahlungen abzuwickeln.]

Falls der Angebotssatz für Einlagen in der festgelegten Währung EURIBOR ist, ist Folgendes anwendbar

[(2) **Zinssatz**. Der Zinssatz (der "**Zinssatz**") für jede Zinsperiode (wie nachstehend definiert) wird, sofern nachstehend nichts Abweichendes bestimmt wird, durch die Berechnungsstelle bestimmt und ist der Referenzsatz (wie nachstehend definiert) **[[zuzüglich] [abzüglich]** der Marge (wie nachstehend definiert)]. Der anwendbare Referenzsatz ist der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (Brüsseler Ortszeit) angezeigte Satz.

"**Referenzsatz**" bezeichnet den Angebotssatz, (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode (EURIBOR).

"**Zinsperiode**" bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"**Zinsfestlegungstag**" bezeichnet den zweiten TARGET Geschäftstag vor Beginn der jeweiligen Zinsperiode. "**TARGET-Geschäftstag**" bezeichnet einen Tag, an dem alle betroffenen Bereiche von TARGET (Trans-European Automated Real-time Gross Settlement Express Transfer System 2) offen sind, um Zahlungen abzuwickeln.

[Die "**Marge**" beträgt [] % *per annum*.]

"**Bildschirmseite**" bedeutet Reuters Bildschirmseite EURIBOR01 oder die jeweilige Nachfolgesseite, die vom selben System angezeigt wird oder aber von einem anderen System, das zum Vertreiber von Informationen zum Zwecke der Anzeigen von Sätzen oder Preisen ernannt wurde, die dem betreffenden Angebotssatz vergleichbar sind.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird zu der genannten Zeit kein Angebotssatz für den Referenzsatz angezeigt und vorausgesetzt, dass kein Ersatzrate-Ereignis gemäß § 3[(8)] eingetreten ist, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Banken im Interbanken-Markt in der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei

0,0005 aufgerundet wird) dieser Angebotssätze **[[zuzüglich] [abzüglich] der Marge]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Angebotssätze ermittelt, die von der Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Interbanken-Markt in der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Europäischen Banken anbieten **[[zuzüglich] [abzüglich] der Marge]**.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992), den Amsterdamer Vertrag vom 2. Oktober 1997 und den Vertrag von Lissabon vom 13. Dezember 2007, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"repräsentativer Betrag" bedeutet ein Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"Referenzbanken" bezeichnet vier Großbanken im Interbanken-Markt in der Euro-Zone.

Falls der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes (2) ermittelt werden kann, ist der Zinssatz für diese Zinsperiode der Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde **[[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

Falls der Angebotssatz für Einlagen in der festgelegten Währung LIBOR ist, ist Folgendes anwendbar

[(2) Zinssatz. Der Zinssatz (der **"Zinssatz"**) für jede Zinsperiode (wie nachstehend definiert) wird, sofern nachstehend nichts Abweichendes bestimmt wird, durch die Berechnungsstelle bestimmt und ist der Referenzsatz (wie nachstehend definiert) **[[zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)]**. Der anwendbare Referenzsatz ist der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr (Londoner Ortszeit) angezeigte Satz.

"Referenzsatz" bezeichnet den Angebotssatz, (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode (LIBOR).

"Zinsperiode" bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"Zinsfestlegungstag" bezeichnet den **[ersten] [zweiten] [relevante(s) Finanzzentrum(en)]** Geschäftstag **[vor Beginn]** der jeweiligen Zinsperiode. **"[relevante(s) Finanzzentrum(en)] Geschäftstag"** bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in **[relevante(s) Finanzzentrum(en)]** für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

[Die **"Marge"** beträgt [] % *per annum*.]

"Bildschirmseite" bedeutet Reuters Bildschirmseite **[LIBOR01] [LIBOR02]** oder die jeweilige Nachfolgesite, die vom selben System angezeigt wird oder aber von einem anderen System, das zum Vertreiber von Informationen zum Zwecke der Anzeigen von Sätzen oder Preisen ernannt wurde, die dem betreffenden Angebotssatz vergleichbar sind.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird zu der genannten Zeit kein Angebotssatz für den Referenzsatz angezeigt und vorausgesetzt, dass kein Ersatzrate-Ereignis gemäß § 3[(8)] eingetreten ist, wird die Berechnungsstelle von den Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Banken im Londoner Interbanken-Markt um ca. 11.00 Uhr (Londoner Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Angebotssätze **[[zuzüglich] [abzüglich] der Marge]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) der Angebotssätze ermittelt, die von der Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbanken-Markt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden Europäischen Banken anbieten **[[zuzüglich] [abzüglich] der Marge]**.

"**repräsentativer Betrag**" bedeutet ein Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"**Referenzbanken**" bezeichnet vier Großbanken im Londoner Interbanken-Markt.

Falls der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes (2) ermittelt werden kann, ist der Zinssatz für diese Zinsperiode der Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde **[[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)]**, wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

(3) *Zinsbetrag*. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen zahlbaren Zinsbetrag in Bezug auf die festgelegte Stückelung (der "**Zinsbetrag**") für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf die festgelegte Stückelung angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

(4) *Mitteilung von Zinssatz und Zinsbetrag*. Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der betreffende Zinszahlungstag der Emittentin **[Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar: und der Garantin]** sowie den Gläubigern gemäß § 13 baldmöglichst, aber keinesfalls später als am vierten auf die Berechnung jeweils folgenden **[TARGET] [relevante(s) Finanzzentrum(en)]** Geschäftstag (wie in § 3 Absatz (2) definiert) sowie jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst nach der Bestimmung, aber keinesfalls später als am ersten Tag der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich geändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Änderung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, sowie den Gläubigern gemäß § 13 mitgeteilt.

(5) *Verbindlichkeit der Festsetzungen*. Alle Bescheinigungen, Mitteilungen, Gutachten,

Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, die Zahlstellen und die Gläubiger bindend.

(6) *Auflaufende Zinsen*. Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verzinsung der Schuldverschreibungen nicht am Fälligkeitstag, sondern erst mit der tatsächlichen Rückzahlung der Schuldverschreibungen. Der jeweils geltende Zinssatz ist der gesetzlich festgelegte Satz für Verzugszinsen.⁽¹⁾

(7) *Zinstagequotient*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

Im Fall von Actual/365 (Fixed) ist Folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

Im Fall von Actual/360 ist Folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

[(8)] (a) *Ersatzrate*. Stellt die Emittentin (in Abstimmung mit der Berechnungsstelle) fest, dass vor oder an einem Zinsfestlegungstag ein Ersatzrate-Ereignis eingetreten ist, wird die Jeweilige Festlegende Stelle (i) die Ersatzrate, (ii) die etwaige Anpassungsspanne und (iii) die Ersatzrate-Anpassungen (wie jeweils in § 3[(8)](b)(aa) bis (cc) und (hh) definiert) zur Bestimmung des Zinssatzes für die auf den Zinsfestlegungstag bezogene Zinsperiode und jede nachfolgende Zinsperiode (vorbehaltlich des nachfolgenden Eintretens etwaiger weiterer Ersatzrate-Ereignisse) festlegen und rechtzeitig die Emittentin, sofern relevant, und die Berechnungsstelle darüber informieren. Die Anleihebedingungen gelten mit Wirkung ab dem relevanten Zinsfestlegungstag (einschließlich) als durch die Ersatzrate-Anpassungen geändert (einschließlich einer etwaigen Änderung dieses Zinsfestlegungstags, falls die Ersatzrate-Anpassungen dies so bestimmen). Der Zinssatz ist dann die Ersatzrate (wie nachfolgend definiert) angepasst durch die etwaige Anpassungsspanne [[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)].

Die Emittentin wird den Gläubigern die Ersatzrate, die etwaige Anpassungsspanne und die Ersatzrate-Anpassungen unverzüglich nach einer solchen Festlegung gemäß § 13 mitteilen. Darüber hinaus wird die Emittentin [das Clearing System] [die gemeinsame Verwahrstelle im Namen beider ICSDs] auffordern, die Anleihebedingungen zu ergänzen oder zu ändern, um die Ersatzrate-Anpassungen wiederzugeben, indem sie der Globalurkunde die vorgelegten Dokumente in geeigneter Weise beifügt.

(b) *Definitionen*.

(aa) "**Ersatzrate-Ereignis**" bezeichnet in Bezug auf den Referenzsatz eines der nachfolgenden Ereignisse:

- (i) der Referenzsatz wurde in den letzten zehn Geschäftstagen vor und bis einschließlich des relevanten Zinsfestlegungstages nicht veröffentlicht; oder
- (ii) der Eintritt des durch den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbareren Tages, an dem (x) der Administrator die Veröffentlichung des Referenzsatzes dauerhaft oder auf unbestimmte Zeit beendet (wenn kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Referenzsatzes fortsetzen wird), oder (y) der Referenzsatz dauerhaft oder auf unbestimmte Zeit eingestellt wird; oder
- (iii) der Eintritt des durch die Aufsichtsbehörde des Administrators des

⁽¹⁾ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

Referenzsatzes, die Zentralbank für die festgelegte Währung, einen Insolvenzbeauftragten mit Zuständigkeit über den Administrator des Referenzsatzes, die Abwicklungsbehörde mit Zuständigkeit über den Administrator des Referenzsatzes, ein Gericht (rechtskräftige Entscheidung) oder eine Organisation mit ähnlicher insolvenz- oder abwicklungsrechtlicher Hoheit über den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages, an dem der Administrator des Referenzsatzes die Bereitstellung des Referenzsatzes dauerhaft oder auf unbestimmte Zeit beendet hat oder beenden wird (wenn kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Referenzsatzes fortsetzen wird); oder

- (iv) der Eintritt des durch die Aufsichtsbehörde des Administrators des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages, von dem an die Nutzung des Referenzsatzes allgemein verboten ist; oder
 - (v) der Eintritt des durch den Administrator des Referenzsatzes öffentlich bekannt gegebenen Tages bzw. des auf Grundlage der öffentlichen Bekanntmachung bestimmbar Tages, materiellen Änderung der Methode mittels derer der Referenzsatz festgelegt wird; oder
 - (vi) die Veröffentlichung einer Mitteilung durch die Emittentin gemäß § 13(1), dass die Verwendung des Referenzsatzes zur Berechnung des Zinssatzes für die Emittentin, die Berechnungsstelle oder eine Zahlstelle rechtswidrig geworden ist.
- (bb) "**Ersatzrate**" bezeichnet eine öffentlich verfügbare Austausch-, Nachfolge-, Alternativ- oder andere Rate, welche entwickelt wurde, um durch Finanzinstrumente oder –kontrakte, einschließlich der Schuldverschreibungen, in Bezug genommen zu werden, um einen unter solchen Finanzinstrumenten oder –kontrakten zahlbaren Betrag zu bestimmen, einschließlich aber nicht ausschließlich eines Zinsbetrages. Bei der Festlegung der Ersatzrate sind die Relevanten Leitlinien (wie nachstehend definiert) zu berücksichtigen.
- (cc) "**Anpassungsspanne**" bezeichnet die Differenz (positiv oder negativ) oder eine Formel oder Methode zur Bestimmung einer solchen Differenz, welche nach Festlegung der Jeweiligen Festlegenden Stelle auf die Ersatzrate anzuwenden ist, um eine Verlagerung des wirtschaftlichen Wertes zwischen der Emittentin und den Gläubigern, die ohne diese Anpassung infolge der Ersetzung des Referenzsatzes durch die Ersatzrate entstehen würde (einschließlich aber nicht ausschließlich infolgedessen, dass die Ersatzrate eine risikofreie Rate ist), soweit sinnvollerweise möglich, zu reduzieren oder auszuschließen. Bei der Festlegung der Anpassungsspanne sind die Relevanten Leitlinien (wie nachstehend definiert) zu berücksichtigen.
- (dd) "**Jeweilige Festlegende Stelle**" bezeichnet
- (i) die Emittentin, wenn die Ersatzrate ihrer Meinung nach offensichtlich ist und als solches ohne vernünftigen Zweifel durch einen Investor, der hinsichtlich der jeweiligen Art von Schuldverschreibungen, wie beispielsweise diese Schuldverschreibungen, sachkundig ist, bestimmbar ist; oder
 - (ii) andernfalls ein Unabhängiger Berater (wie nachfolgend definiert), der von der Emittentin zu wirtschaftlich angemessenen Bedingungen unter zumutbaren Bemühungen als ihr Beauftragter für die Vornahme dieser Festlegungen ernannt wird.
- (ee) "**Unabhängiger Berater**" bezeichnet ein unabhängiges, international angesehenes Finanzinstitut oder einen anderen unabhängigen Finanzberater mit entsprechender Erfahrung im internationalen Kapitalmarkt.
- (ff) "**Relevante Leitlinien**" bezeichnet (i) jede auf die Emittentin oder die Schuldverschreibungen anwendbare gesetzliche oder aufsichtsrechtliche Anforderung, oder, wenn es keine gibt, (ii) jede anwendbare Anforderung, Empfehlung oder Leitlinie der Relevanten Nominierungsstelle oder, wenn es

keine gibt, (iii) jede relevante Empfehlung oder Leitlinie von Branchenvereinigungen (einschließlich ISDA), oder wenn es keine gibt, (iv) jede relevante Marktpraxis.

(gg) "**Relevante Nominierungsstelle**" bezeichnet

- (i) die Zentralbank für die festgelegte Währung oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht über den Referenzsatz oder den Administrator des Referenzsatzes zuständig ist; oder
- (ii) jede Arbeitsgruppe oder jeder Ausschuss, befürwortet, unterstützt oder einberufen durch oder unter dem Vorsitz von bzw. mitgeleitet durch (w) die Zentralbank für die festgelegte Währung, (x) eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht über den Referenzsatz oder den Administrator des Referenzsatzes zuständig ist, (y) einer Gruppe der zuvor genannten Zentralbanken oder anderen Aufsichtsbehörden oder (z) den Finanzstabilitätsrat (Financial Stability Board) oder einem Teil davon.

(hh) "**Ersatzrate-Anpassungen**" bezeichnet solche Anpassungen der Anleihebedingungen, die als folgerichtig festgelegt werden, um die Funktion der Ersatzrate zu ermöglichen (wovon unter anderem Anpassungen an der anwendbaren Geschäftstageskonvention, der Definition von Geschäftstag, am Zinsfestlegungstag, am Zinstagequotient oder jeder Methode oder Definition, um die Ersatzrate zu erhalten oder zu berechnen, erfasst sein können). Bei der Festlegung der Ersatzrate-Anpassungen sind die Relevanten Leitlinien (wie vorstehend definiert) zu berücksichtigen.

(c) *Kündigung*. Können eine Ersatzrate, eine etwaige Anpassungsspanne oder die Ersatzrate-Anpassungen nicht gemäß § 3[(8)](a) und (b) bestimmt werden, ist der Referenzsatz in Bezug auf den relevanten Zinsfestlegungstag der für die zuletzt vorangehende Zinsperiode bestimmte Referenzsatz. Die Emittentin wird die Berechnungsstelle entsprechend informieren. Infolgedessen kann die Emittentin die Schuldverschreibungen bis zum jeweiligen nachfolgenden Zinsfestlegungstag (ausschließlich) jederzeit insgesamt, jedoch nicht teilweise, mit einer Kündigungsfrist von nicht weniger als 15 Tagen gemäß § 13 gegenüber den Gläubigern vorzeitig kündigen und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückzahlen.

§ 4 ZAHLUNGEN

(1) (a) *Zahlungen auf Kapital*. Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

(b) *Zahlung von Zinsen*. Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

[Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).]

(2) *Zahlungsweise*. Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften und (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "**Code**") beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaigen aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in der festgelegten Währung.

(3) *Erfüllung*. Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

Im Fall von
Zinszahlungen auf
eine vorläufige
Globalurkunde ist
Folgendes
anwendbar

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Geschäftstag ist.

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main, Bundesrepublik Deutschland, Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am in den **[Rückzahlungsmonat]** fallenden Zinszahlungstag (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibung.

Im Fall von
Schuldverschrei-
bungen, die von
BASF begeben
werden, ist
Folgendes
anwendbar

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 Tagen und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.]

Im Fall von
Schuldverschrei-
bungen, die von
BASF Finance
begeben werden,
ist Folgendes
anwendbar

[(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 Tagen und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § 13 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin

oder die Garantin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder der Niederlande oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin oder der Garantin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin oder die Garantin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.]

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

Falls die Gläubiger das Wahlrecht haben, die Schuldverschreibungen vorzeitig aufgrund eines Kontrollwechsels zu kündigen, ist Folgendes anwendbar

[(3) *Kontrollwechsel*. Tritt ein Kontrollwechsel ein und kommt es innerhalb des Kontrollwechselzeitraums zu einer Absenkung des Ratings auf Grund des Kontrollwechsels (zusammen, ein "**Rückzahlungsereignis**"), hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Rückzahlungsmitteilung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz (2) angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag, zuzüglich aufgelaufener Zinsen bis zum Rückzahlungstag (ausschließlich), zu verlangen.

Für Zwecke dieses Wahlrechts:

Bedeutet "**Ratingagentur**" jede Ratingagentur von S&P Global Ratings Europe Limited ("**S&P**") und Moody's Investors Services ("**Moody's**") oder eine ihrer jeweiligen Nachfolgegesellschaften oder jede andere von BASF von Zeit zu Zeit bestimmte Ratingagentur vergleichbaren internationalen Ansehens;

Gilt eine "**Absenkung des Ratings**" in Bezug auf einen Kontrollwechsel als eingetreten, wenn innerhalb des Kontrollwechselzeitraums ein vorher für BASF oder die Schuldverschreibungen vergebenes Rating einer Ratingagentur (i) zurückgezogen oder (ii) von einem Investment Grade Rating (BBB- von S&P/Baa3 von Moody's oder jeweils gleichwertig, oder besser) in ein non-Investment Grade Rating (BB+ von S&P/Ba1 von Moody's oder jeweils gleichwertig, oder schlechter) geändert wird;

Gilt ein "**Kontrollwechsel**" jedes Mal als eingetreten, wenn eine Person oder mehrere Personen (die "**relevante(n) Person(en)**"), die im Sinne von § 30 Absatz 2 des Wertpapiererwerbs- und Übernahmegesetzes (WpÜG) abgestimmt handeln, oder ein oder mehrere Dritte(r), die im Auftrag der relevanten Person(en) handeln, zu irgendeiner Zeit mittelbar oder unmittelbar (unabhängig davon, ob der Vorstand oder der Aufsichtsrat der BASF seine Zustimmung erteilt hat) eine solche Anzahl von Aktien der BASF hält bzw. halten oder erworben hat bzw. haben, auf die mehr als 50% der Stimmrechte entfallen;

Ist der "**Kontrollwechselzeitraum**" der Zeitraum, der 120 Tage nach dem Eintritt eines Kontrollwechsels endet; und

Ist der "**Rückzahlungstag**" der fünfzehnte Tag nach dem letzten Tag des Ausübungszeitraums.

Sofort nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird sie den Gläubigern gemäß § 13 Mitteilung vom Rückzahlungsereignis machen (eine "**Rückzahlungsmitteilung**"), in der die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in diesem § 5 Absatz (3) genannten Wahlrechts angegeben sind.

Um dieses Wahlrecht auszuüben, hat der Gläubiger innerhalb eines Zeitraums von 45 Tagen nachdem die Rückzahlungsmittel veröffentlicht ist (der "**Ausübungszeitraum**"), an die bezeichnete Geschäftsstelle des Fiscal Agent eine Mitteilung zur vorzeitigen Rückzahlung in Textform (z.B. eMail oder Fax) oder in schriftlicher Form ("**Ausübungserklärung**") zu schicken. Falls die Ausübungserklärung nach 17:00 Uhr Frankfurter Zeit am 45. Tag nach Veröffentlichung der Rückzahlungsmittel eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird und (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben). Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen des Fiscal Agent in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum Rückzahlungsbetrag zurückzahlen, ist Folgendes anwendbar

[[**(4)**] *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am **[Zahl]** Jahre nach dem Verzinsungsbeginn folgenden Zinszahlungstag und danach an jedem darauf folgenden Zinszahlungstag (jeder ein "**Wahl-Rückzahlungstag (Call)**") zum Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.
- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekannt zu geben. Sie beinhaltet die folgenden Angaben:
- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und
 - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist Folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

§ 6

DER FISCAL AGENT, DIE ZAHLSTELLE UND DIE BERECHNUNGSSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Der anfänglich bestellte Fiscal Agent, die anfänglich bestellte Zahlstelle und die anfänglich bestellte Berechnungsstelle und deren bezeichnete Geschäftsstelle lauten wie folgt:

Fiscal Agent und Zahlstelle:	Deutsche Bank Aktiengesellschaft Trust & Agency Services Taanusanlage 12 60325 Frankfurt am Main Bundesrepublik Deutschland
---------------------------------	---

Berechnungsstelle: **[Namen und bezeichnete Geschäftsstelle]**

Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre bezeichneten Geschäftsstellen durch eine andere bezeichnete

Geschäftsstelle in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agents oder einer Zahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt [(i)] einen Fiscal Agent unterhalten **[Im Fall von Zahlungen in U.S. Dollar ist Folgendes anwendbar:]**, (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in U.S. Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] [,] [und] [(iii)] eine Berechnungsstelle unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 Tagen und nicht mehr als 45 Tagen informiert wurden. Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7 STEUERN

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer

diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungssteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[Sämtliche auf die Schuldverschreibungen oder unter der Garantie zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in den Niederlanden oder der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in den Niederlanden oder der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu den Niederlanden oder der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in den Niederlanden oder der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Niederlande oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

Die seit dem 1. Januar 2009 in der Bundesrepublik Deutschland geltende Abgeltungssteuer und der darauf erhobene Solidaritätszuschlag sind keine Steuer oder sonstige Abgabe im oben genannten Sinn, für die zusätzliche Beträge seitens der Emittentin zu zahlen wären.]

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes

[(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder

anwendbar

- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz (2) definiert) oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechtleistung des dieser Kapitalmarktverbindlichkeit oder des Schuldscheindarlehens (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) zugrunde liegenden Vertrages, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 200.000.000 aus einer Kapitalmarktverbindlichkeit oder einem Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) oder aufgrund einer Bürgschaft oder Garantie, die für die Kapitalmarktverbindlichkeit oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn, die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird; oder
- (d) die Emittentin ihre Zahlungsunfähigkeit allgemein bekanntgibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin ein solches Verfahren einleitet oder beantragt; oder
- (f) die Emittentin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräußert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann; oder
- (g) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(1) *Kündigungsgründe*. Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Rückzahlungsbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den

Schuldverschreibungen oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie unterlässt und diese Unterlassung länger als 30 Tage fort dauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder

- (c) eine Kapitalmarktverbindlichkeit (wie in § 2 Absatz (2) definiert) oder ein Schuldscheindarlehen (mit einer ursprünglichen Laufzeit von mehr als einem Jahr) der Emittentin oder der Garantin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechtleistung des dieser Kapitalmarktverbindlichkeit oder des Schuldscheindarlehens zugrunde liegenden Vertrages, oder die Emittentin oder die Garantin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 200.000.000 aus einer Kapitalmarktverbindlichkeit oder einem Schuldscheindarlehen oder aufgrund einer Bürgschaft oder Garantie, die für die Kapitalmarktverbindlichkeit oder ein Schuldscheindarlehen Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn, die Emittentin oder die Garantin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird; oder
- (d) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit allgemein bekannt gibt oder ihre Zahlungen einstellt; oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt oder die Emittentin ein "*surseance van betaling*" (im Sinne des niederländischen Insolvenzrechts) beantragt; oder
- (f) die Emittentin oder die Garantin ihre Geschäftstätigkeit ganz oder überwiegend einstellt, alle oder den wesentlichen Teil ihres Vermögens veräußert oder anderweitig abgibt und (i) dadurch den Wert ihres Vermögens wesentlich vermindert und (ii) es dadurch wahrscheinlich wird, dass die Emittentin oder die Garantin ihre Zahlungsverpflichtungen gegenüber den Gläubigern nicht mehr erfüllen kann; oder
- (g) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist; oder
- (h) die Garantie aus irgendeinem Grund nicht mehr wirksam und rechtlich bindend ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des Absatz (1)(b) und/oder (1)(c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(d) bis (h) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens $\frac{1}{10}$ der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.]

§ 10 ERSETZUNG

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit ihr verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger entweder die Garantin oder ein mit der Garantin verbundenes Unternehmen (wie unten definiert) an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:]

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;
- (c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

Im Fall von Schuldverschreibungen, die von BASF begeben werden, ist Folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Emittentin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittentin (auf die die unten in § 11 aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden) auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(d) sichergestellt ist, dass sich die Verpflichtungen der Garantin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittentin auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken; und]

(e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung*. Jede Ersetzung ist gemäß § 13 bekannt zu machen.

(3) *Änderung von Bezugnahmen*. Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung Folgendes:

Im Fall von Schuldverschreibungen, die von BASF begeben

[(a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);

werden, ist
Folgendes
anwendbar

(b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

Im Fall von
Schuldverschrei-
bungen, die von
BASF Finance
begeben werden,
ist Folgendes
anwendbar

[In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Niederlande als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

§ 11

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE]

(1) *Änderung der Anleihebedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz – "SchVG"*) durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Beschlüsse der Gläubiger.* Beschlüsse der Gläubiger werden nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung nach § 18 SchVG oder einer Gläubigerversammlung nach § 9 SchVG gefasst.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

Falls kein
gemeinsamer
Vertreter in den
Bedingungen
bestellt wird, ist
Folgendes
anwendbar

[Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

Im Fall der
Bestellung des
gemeinsamen
Vertreters in den
Bedingungen, ist
Folgendes
anwendbar

[Gemeinsamer Vertreter ist **[Gemeinsamer Vertreter]**. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den

Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

Im Fall von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(7) *Änderung der Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der BASF Anwendung.]

§ 12 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 13 MITTEILUNGEN

Im Fall von Schuldverschreibungen, die in der offiziellen Liste der Luxemburger Börse notiert werden, ist Folgendes anwendbar

[(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit die Mitteilung den Zinssatz betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

Im Fall von Schuldverschreibungen, die nicht an einer Börse notiert sind, ist Folgendes anwendbar

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(3) *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (z.B. eMail oder Fax) oder schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß § 14 Absatz [4] an den Fiscal Agent geschickt werden. Eine solche Mitteilung kann über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14 ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das Landgericht Frankfurt am Main, Bundesrepublik Deutschland.

Im Falle von Schuldverschreibungen, die von BASF Finance begeben werden, ist Folgendes anwendbar

[(3) *Bestellung von Zustellungsbevollmächtigten.* Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Bundesrepublik Deutschland, zu ihrer Zustellungsbevollmächtigten in der Bundesrepublik Deutschland.]

[(4)] *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15 SPRACHE

Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist Folgendes anwendbar

[Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist Folgendes anwendbar

[Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

**Falls die Anleihe-
bedingungen
ausschließlich in
deutscher Sprache
abgefasst sind, ist
Folgendes
anwendbar**

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

GARANTIE

der

BASF SE, Ludwigshafen am Rhein, Bundesrepublik Deutschland, zu Gunsten der Gläubiger von Schuldverschreibungen (die "Schuldverschreibungen"), die von der BASF Finance Europe N.V., Arnhem, Niederlande, im Rahmen des EUR 20.000.000.000 Debt Issuance Program (das "Programm") begeben werden

PRÄAMBEL

- (A) Die BASF SE ("**BASF**") und die BASF Finance Europe N.V. ("**BASF Finance**") beabsichtigen, von Zeit zu Zeit Schuldverschreibungen im Rahmen des Programms zu begeben, deren jeweils ausstehender Gesamtnennbetrag das Programm-Limit nicht übersteigt.
- (B) Die Schuldverschreibungen unterliegen den Anleihebedingungen der Schuldverschreibungen nach deutschem Recht (in der durch die anwendbaren Endgültigen Bedingungen jeweils geänderten, ergänzten oder modifizierten Fassung, die "**Bedingungen**").
- (C) Die BASF SE (die "**Garantin**") beabsichtigt, mit dieser Garantie die Zahlung von Kapital und Zinsen sowie von jeglichen sonstigen Beträgen zu garantieren, die aufgrund der von der BASF Finance zu irgendeiner Zeit im Rahmen des Programms begebenen Schuldverschreibungen zu leisten sind.

HIERMIT WIRD FOLGENDES VEREINBART:

1. Die Garantin übernimmt gegenüber den Gläubigern jeder einzelnen Schuldverschreibung (wobei dieser Begriff jede (vorläufige oder Dauer-) Globalurkunde, die Schuldverschreibungen verbrieft, einschließt), die jetzt oder später von der BASF Finance im Rahmen des Programms begeben wird, die unbedingte und unwiderrufliche Garantie für die ordnungsgemäße Zahlung von Kapital und Zinsen auf die Schuldverschreibungen sowie von jeglichen sonstigen Beträgen, die in Übereinstimmung mit den Bedingungen auf irgendeine Schuldverschreibung zahlbar sind, und zwar zu den in den Bedingungen bestimmten Fälligkeiten.
2. Diese Garantie begründet eine unwiderrufliche, nicht nachrangige und (vorbehaltlich der Bestimmungen in Ziffer 4 dieser Garantie) nicht besicherte Verpflichtung der Garantin, die mit allen sonstigen nicht nachrangigen und nicht besicherten Verpflichtungen der Garantin wenigstens im gleichen Rang steht (soweit nicht zwingende gesetzliche Bestimmungen entgegenstehen).
3. Sämtliche auf diese Garantie zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Garantin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:
 - (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die BASF Finance oder die Garantin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
 - (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
 - (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
 - (d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Bedingungen wirksam wird.

4. Die Garantin verpflichtet sich gegenüber jedem Gläubiger, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, keine gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten und keine Garantien oder andere Gewährleistungen dafür durch Grund- oder Mobiliarpfandrechte an ihrem Vermögen zu besichern, oder eine solche Besicherung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit oder an solchen anderen Sicherheiten, die von einem internationalen angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. "**Kapitalmarktverbindlichkeit**" ist jede Verbindlichkeit hinsichtlich der Rückzahlung aufgenommener Geldbeträge, die durch Schuldverschreibungen oder sonstige Wertpapiere mit einer ursprünglichen Laufzeit von mehr als einem Jahr, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können, verbrieft oder verkörpert ist.
5. Die Verpflichtungen der Garantin aus dieser Garantie (i) sind selbständig und unabhängig von den Verpflichtungen der BASF Finance aus den Schuldverschreibungen und (ii) bestehen ohne Rücksicht auf die Rechtmäßigkeit, Gültigkeit, Verbindlichkeit und Durchsetzbarkeit der Schuldverschreibungen.
6. Die Verpflichtungen der Garantin aus dieser Garantie erstrecken sich, ohne dass eine weitere Handlung durchgeführt werden oder ein weiterer Umstand entstehen muss, auf solche Verpflichtungen jeglicher nicht mit der Garantin identischen neuen Emittentin, die infolge einer Schuldnerersetzung gemäß den anwendbaren Bestimmungen der Bedingungen in Bezug auf jedwede Schuldverschreibung entstehen.
7. Diese Garantie erstreckt sich auf sämtliche Schuldverschreibungen, die am oder nach dem Datum dieser Garantie von der BASF Finance unter dem Programm begeben werden.
8. Diese Garantie und alle hierin enthaltenen Vereinbarungen sind ein Vertrag zu Gunsten der Gläubiger der Schuldverschreibungen als begünstigte Dritte gemäß § 328 Abs. 1 BGB und begründen das Recht eines jeden Gläubigers, die Erfüllung der hierin eingegangenen Verpflichtungen unmittelbar von der Garantin zu fordern und diese Verpflichtungen unmittelbar gegenüber der Garantin durchzusetzen.

Ein Gläubiger einer Schuldverschreibung kann im Falle der Nichterfüllung von Zahlungen auf die Schuldverschreibungen zur Durchsetzung dieser Garantie unmittelbar gegen die Garantin Klage erheben, ohne dass zunächst ein Verfahren gegen die BASF Finance eingeleitet werden müsste.
9. Die Deutsche Bank Aktiengesellschaft, mit der die hierin enthaltenen Vereinbarungen getroffen werden, handelt als Fiscal Agent nicht als Beauftragte, Treuhänderin oder in einer ähnlichen Eigenschaft für die Gläubiger von Schuldverschreibungen.
10. Die hierin verwendeten und nicht anders definierten Begriffe haben die ihnen in den Bedingungen zugewiesene Bedeutung.
11. Die auf die Schuldverschreibungen Anwendung findenden Bestimmungen über die Änderung der Anleihebedingungen und den Gemeinsamen Vertreter gelten sinngemäß auch für diese Garantie.
12. Diese Garantie unterliegt dem Recht der Bundesrepublik Deutschland.
13. Diese Garantie ist in deutscher Sprache abgefasst und in die englische Sprache übersetzt. Die deutschsprachige Fassung ist verbindlich und allein maßgeblich.
14. Das Original dieser Garantie wird der Deutsche Bank Aktiengesellschaft ausgehändigt und von dieser verwahrt.
15. Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten gegen die Garantin aus oder im Zusammenhang mit dieser Garantie ist Frankfurt am Main, Bundesrepublik Deutschland.
16. Jeder Gläubiger einer Schuldverschreibung kann in jedem Rechtsstreit gegen die Garantin und in jedem Rechtsstreit, in dem er und die Garantin Partei sind, seine aus dieser Garantie hervorgehenden Rechte auf der Grundlage einer von einer vertretungsberechtigten Person der Deutsche Bank Aktiengesellschaft beglaubigten Kopie dieser Garantie ohne Vorlage des Originals im eigenen Namen wahrnehmen und durchsetzen.

Wir akzeptieren die Bestimmungen der vorstehenden Garantie ohne Obligo, Gewährleistung oder Rückgriff auf uns.

16. September 2014

Deutsche Bank Aktiengesellschaft

GUARANTEE

(English translation)

of

**BASF SE, Ludwigshafen am Rhein, Federal Republic of Germany,
for the benefit of the holders of notes (the "Notes"), issued by BASF Finance Europe N.V.,
Arnhem, The Netherlands, under the EUR 20,000,000,000 Debt Issuance
Program (the "Program")**

WHEREAS:

- (A) BASF SE ("**BASF**") and BASF Finance Europe N.V. ("**BASF Finance**") intend to issue Notes under the Program from time to time, the outstanding aggregate principal amount of which will not exceed the Program Amount.
- (B) The Notes will be issued with Terms and Conditions under German law (as amended, supplemented or modified by the applicable Final Terms, the "**Conditions**").
- (C) BASF SE (the "**Guarantor**") wishes to guarantee the due payment of principal and interest and any other amounts payable in respect of any and all Notes that may be issued by BASF Finance under the Program.

IT IS AGREED AS FOLLOWS:

- (1) The Guarantor unconditionally and irrevocably guarantees to the holder of each Note (which expression shall include any Temporary Global Note or Permanent Global Note representing Notes) (each a "**Holder**") issued by BASF Finance now or at any time hereafter under the Program, the due and punctual payment of the principal of, and interest on, the Notes and any other amounts which may be expressed to be payable under any Note, as and when the same shall become due, in accordance with the Conditions.
- (2) This Guarantee constitutes an irrevocable, unsecured (subject to paragraph (4) hereunder) and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other present or future unsecured and unsubordinated obligations of the Guarantor outstanding from time to time, subject to any obligations preferred by law.
- (3) All amounts payable in respect of this Guarantee shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Guarantor will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:
 - (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by BASF Finance or the Guarantor from payments of principal or interest made by it, or
 - (b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany or another member state of the European Union and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or
 - (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or
 - (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with the Conditions, whichever occurs later.
- (4) The Guarantor undertakes towards each Holder, so long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide security upon any of its assets for any present or future Capital Market Indebtedness or any guarantees or other indemnities resulting therefrom, without at the same time

having the Holders share equally and rateably in such security or such other security as shall be approved by an independent accounting firm of internationally recognized standing as being equivalent security. "**Capital Market Indebtedness**" means any obligation for the repayment of borrowed money which is in the form of, or represented or evidenced by, bonds, notes or other securities, with an original maturity of more than one year, which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognized securities market.

- (5) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of BASF Finance under the Notes, and (ii) shall exist irrespective of the legality, validity and binding effect or enforceability of the Notes.
- (6) The obligations of the Guarantor under this Guarantee shall, without any further act or thing being required to be done or to occur, extend to the obligations of any Substitute Debtor which is not the Guarantor arising in respect of any Note by virtue of a substitution pursuant to the Conditions.
- (7) This Guarantee is given in respect of any and all Notes which are or will be issued by BASF Finance under the Program on or after the date hereof.
- (8) This Agreement and all undertakings contained herein constitute a contract for the benefit of the Holders from time to time as third party beneficiaries pursuant to § 328 (1) BGB (German Civil Code)⁽¹⁾. They give rise to the right of each such Holder to require performance of the obligations undertaken herein directly from the Guarantor, and to enforce such obligations directly against the Guarantor.

Any Holder has the right in case of non-performance of any payments on the Notes to enforce the Guarantee by filing a suit directly against the Guarantor without the need to take prior proceedings against BASF Finance.
- (9) Deutsche Bank Aktiengesellschaft which accepted this Guarantee, in its capacity as Fiscal Agent does not act in a relationship of agency or trust, a fiduciary or in any other similar capacity for the Holders.
- (10) Terms used in this Agreement and not otherwise defined herein shall have the meaning attributed to them in the Conditions.
- (11) The provisions regarding the Amendment of the Terms and Conditions and the Holders' Representative applicable to the Notes shall be applicable *mutatis mutandis* also to this Guarantee.
- (12) This Agreement shall be governed by, and construed in accordance with, German law.
- (13) This Agreement is written in the German language and attached hereto is a non-binding English translation.
- (14) The original version of this Agreement shall be delivered to, and kept by, Deutsche Bank Aktiengesellschaft.
- (15) Exclusive place of jurisdiction for all legal proceedings arising out of or in connection with this Agreement against the Guarantor shall be Frankfurt am Main, Federal Republic of Germany.
- (16) On the basis of a copy of this Agreement certified as being a true copy by a duly authorized officer of Deutsche Bank Aktiengesellschaft each Holder may protect and enforce in his own name his rights arising under this Agreement in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties, without the need for production of this Agreement in such proceedings.

September 16, 2014
BASF SE

We accept the terms of the above Guarantee without recourse, warranty or liability.

September 16, 2014
Deutsche Bank Aktiengesellschaft

¹ An English language translation of § 328 (1) BGB (German Civil Code) reads as follow: "*A Contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance.*"

⁽¹⁾**[MiFID II Product Governance – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,]and] professional clients [and retail clients], each as defined in Directive 2014/65/EU (as amended, "MiFID II") [and [•]]; [EITHER⁽²⁾: and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] [OR⁽³⁾: (ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,]and] portfolio management[,]and] [non-advised sales] [and pure execution services], subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer[s][s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[s][s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]⁽⁴⁾.]**

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]⁽⁵⁾

⁽¹⁾ Include this legend if parties have determined a target market.

Diese Erklärung einfügen, wenn die Parteien einen Zielmarkt bestimmt haben.

⁽²⁾ Include for notes that are not ESMA complex pursuant to the Guidelines on complex debt instruments and structured deposits (ESMA/2015/1787) (the "ESMA Guidelines") (i.e. Notes the Terms and Conditions of which do not provide for a put and/or call right).

Einfügen für Schuldverschreibungen, die nach den Leitlinien zu komplexen Schuldtiteln und strukturierten Einlagen (ESMA/2015/1787) (die "ESMA Leitlinien") nicht ESMA komplex sind (also, Schuldverschreiben deren Anleihebedingungen keine Kündigungsrechte seitens der Emittentin und/oder der Anleihegläubiger enthalten).

⁽³⁾ Include for notes that are ESMA complex pursuant to the ESMA Guidelines. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability and appropriateness will be necessary. In addition, if the Notes constitute "complex" products, pure execution services to retail clients are not permitted without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

Einfügen im Fall von Schuldverschreibungen, die nach den ESMA Leitlinien ESMA komplex sind. Diese Liste muss gegebenenfalls angepasst werden, z.B. wenn Anlageberatung für erforderlich gehalten wird. Im Fall der Anlageberatung ist die Bestimmung der Geeignetheit und Angemessenheit notwendig. Wenn die Schuldverschreibungen "komplexe" Produkte sind, ist außerdem die bloße Ausführung von Kundenaufträgen von Privatanlegern ohne Bestimmung der Angemessenheit nach Art. 25(3) MiFID II nicht zulässig.

⁽⁴⁾ If there are advised sales, a determination of suitability will be necessary.

Im Fall von Beratungsverkäufen ist eine Angemessenheitsprüfung erforderlich.

⁽⁵⁾ Include this legend if "Applicable" is specified in Part II. C.4 of the Final Terms regarding item "Prohibition of Sales to EEA and UK Retail Investors".

Diese Erklärung einfügen, wenn "Anwendbar" im Teil II. C.4 der Endgültigen Bedingungen im Hinblick auf den Punkt "Verbot des Verkaufs an EWR- und UK-Privatanleger" ausgewählt wurde.

In case of Notes listed on the official list of and admitted to trading on the regulated market of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms of Notes will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In the case of Notes publicly offered in one or more member states of the European Economic Area other than the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of BASF Group (www.BASF.com).

FORM OF FINAL TERMS (MUSTER FÜR ENDGÜLTIGE BEDINGUNGEN)

[Date]
[Datum]

Final Terms Endgültige Bedingungen

[BASF SE][BASF Finance Europe N.V.]

[Title of relevant Tranche of Notes]

[Bezeichnung der betreffenden Tranche der Schuldverschreibungen]

Series No.: [] / Tranche No.: []

Serien Nr.: [] / Tranche Nr.: []

Issue Date: []⁽⁶⁾

Tag der Begebung: []

issued pursuant to the EUR 20,000,000,000 Debt Issuance Program dated September 10, 2020
of BASF SE and BASF Finance Europe N.V.

*begeben aufgrund des EUR 20.000.000.000 Debt Issuance Program vom 10. September 2020
der BASF SE und BASF Finance Europe N.V.*

Important Notice

These Final Terms have been prepared for the purpose of Article 8(5) in conjunction with Article 25(4) of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017, as amended, and must be read in conjunction with the Debt Issuance Program Prospectus pertaining to the Program dated September 10, 2020 (the "**Prospectus**") [and the supplement(s) dated **[●]**]. The Prospectus and any supplement thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of BASF Group (www.BASF.com) and copies may be obtained from BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Germany. Full information is only available on the basis of the combination of the Prospectus, any supplement and these Final Terms. [A summary of the individual issue of the Notes is annexed to these Final Terms.](⁷)

Wichtiger Hinweis

*Diese Endgültigen Bedingungen wurden für die Zwecke von Artikel 8 Abs. 5 i.V.m. Artikel 25 Abs. 4 der Verordnung (EU) 2017/1129 des Europäischen Parlaments und des Rates vom 14. Juni 2017, in der jeweils geänderten Fassung, abgefasst und sind in Verbindung mit dem Debt Issuance Program Prospekt vom 10. September 2020 über das Programm (der "**Prospekt**") [und dem(den) Nachtrag(Nachträgen) dazu vom **[●]**] zu lesen. Der Prospekt sowie etwaige Nachträge können in elektronischer Form auf der Internetseite der Luxemburger Börse (www.bourse.lu) und der Internetseite der BASF Gruppe (www.BASF.com) eingesehen werden. Kopien sind erhältlich unter BASF SE, Carl-Bosch-Str. 38, 67056 Ludwigshafen am Rhein, Deutschland. Um sämtliche Angaben zu erhalten, sind die Endgültigen Bedingungen, der Prospekt und etwaige Nachträge im Zusammenhang zu lesen. [Eine Zusammenfassung der einzelnen Emission der Schuldverschreibungen ist diesen Endgültigen Bedingungen angefügt.](⁷)*

⁽⁶⁾ The Issue Date is the date of payment and issue of the Notes. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

⁽⁷⁾ Not applicable in the case of an issue of Notes with a minimum denomination of at least EUR 100,000.

Nicht anwendbar im Fall einer Emission von Schuldverschreibungen mit einer Mindeststückelung in Höhe von mindestens EUR 100.000.

Part I.: TERMS AND CONDITIONS
Teil I.: ANLEIHEBEDINGUNGEN

[A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, and completing the relevant placeholders, insert:⁽⁸⁾

A. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen:⁽⁸⁾

The Terms and Conditions applicable to the Notes (the "**Conditions**") [and the [German] [English] language translation thereof.] are as set out below.

*Die für die Schuldverschreibungen geltenden Anleihebedingungen (die "**Bedingungen**") [sowie die [deutschsprachige][englischsprachige] Übersetzung] sind wie nachfolgend aufgeführt.*

[in the case of Notes with fixed interest rates replicate here the relevant provisions of Option I [A][B][C][D][E][F][G][H] including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit fester Verzinsung hier die betreffenden Angaben der Option I [A][B][C][D][E][F][G][H] (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in the case of Notes with floating interest rates replicate here the relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit variabler Verzinsung hier die betreffenden Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]]

[B. In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, insert:

B. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to Notes with [fixed] [floating] interest rates (the "**Terms and Conditions**") set forth in the Prospectus as [Option I [A][B][C][D][E][F][G][H]⁽⁹⁾ [Option II]]. Capitalized terms shall have the meanings specified in the Terms and Conditions.

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf Schuldverschreibungen mit [fester] [variabler] Verzinsung Anwendung findet (die "**Anleihebedingungen**"), zu lesen, der als [Option I [A][B][C][D][E][F][G][H]⁽⁹⁾ [Option II]] im Prospekt enthalten ist. Begriffe, die in den Anleihebedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

⁽⁸⁾ To be determined in consultation with the Issuer. It is anticipated that this type of documenting the Conditions will be required where the Notes are to be publicly offered, in whole or in part, or to be initially distributed, in whole or in part, to non-qualified investors. Delete all references to B. Part I of the Final Terms including numbered paragraphs and subparagraphs of the Terms and Conditions.

In Abstimmung mit der Emittentin festzulegen. Es ist vorgesehen, dass diese Form der Dokumentation der Bedingungen erforderlich ist, wenn die Schuldverschreibungen insgesamt oder teilweise anfänglich an nicht qualifizierte Anleger verkauft oder öffentlich angeboten werden. Alle Bezugnahmen auf B. Teil I der Endgültigen Bedingungen einschließlich der Paragraphen und Absätze der Anleihebedingungen entfernen.

⁽⁹⁾ In case of an increase of an issue of Notes which were originally issued prior to the date of this Prospectus, the Terms and Conditions of the Tranches have to be identical in all respects, but may have different issue dates, interest commencement dates, issue prices and dates for first interest payments.

Im Fall einer Aufstockung einer Emission von Schuldverschreibungen, die ursprünglich vor dem Datum dieses Prospekts begeben wurden, müssen die Anleihebedingungen der Tranchen in jeder Hinsicht identisch sein, können aber unterschiedliche Begebungstage, Verzinsungsbeginne, Ausgabepreise und erste Zinszahlungstage haben.

All references in this Part I. of the Final Terms to numbered paragraphs and subparagraphs are to paragraphs and subparagraphs of the Terms and Conditions.

Bezugnahmen in diesem Teil I. der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.

The blanks in the provisions of the Terms and Conditions, which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the Terms and Conditions corresponding to items in these Final Terms which are either not selected or not completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Notes (the "**Conditions**").

*Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen, die weder angekreuzt noch ausgefüllt oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die "**Bedingungen**") gestrichen.*

CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1) **WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN (§ 1)**

Currency and Denomination **Währung und Stückelung**

Specified Currency <i>Festgelegte Währung</i>	[]
Aggregate Principal Amount <i>Gesamtnennbetrag</i>	[]
Aggregate Principal Amount in words <i>Gesamtnennbetrag in Worten</i>	[]
Specified Denomination ⁽¹⁰⁾ <i>Festgelegte Stückelung</i>	[]

Permanent Global Note (TEFRA C and/or Notes kept in custody by or on behalf of CDS)
Dauerglobalurkunde (TEFRA C und/oder Schuldverschreibungen, die von oder für CDS verwahrt werden)

Temporary Global Note exchangeable for Permanent Global Note (TEFRA D)
Vorläufige Globalurkunde austauschbar gegen Dauerglobalurkunde (TEFRA D)

Clearing System **Clearing System**

- Clearstream Banking AG
- Clearstream Banking S.A.
- Euroclear Bank SA/NV
- CDS & Co., as nominee for CDS Clearing and Depository Services Inc.
CDS & Co., als Beauftragte für CDS Clearing and Depository Services Inc.

Global Note⁽¹¹⁾ **Globalurkunde**

- Classical Global Note
- New Global Note

⁽¹⁰⁾ The minimum denomination of the Notes will be, if in euro, EUR 1,000, and, if in any currency other than euro, an amount in such other currency nearly equivalent to EUR 1,000 at the time of the issue of the Notes.

Die Mindeststückelung der Schuldverschreibungen beträgt EUR 1.000, bzw., falls die Schuldverschreibungen in einer anderen Währung als Euro begeben werden, einem Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen annähernd dem Gegenwert von EUR 1.000 entspricht.

⁽¹¹⁾ Complete for Notes kept in custody on behalf of the ICSDs.

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, ausfüllen.

INTEREST (§ 3)
ZINSEN (§ 3)

Fixed Rate Notes (Option I [A][B][C][D][E][F][G][H]⁽¹²⁾)

Festverzinsliche Schuldverschreibungen (Option I [A][B][C][D][E][F][G][H])

Rate of Interest [] per cent. *per annum*
 Zinssatz []% *per annum*

Interest Commencement Date []
 Verzinsungsbeginn

Fixed Interest Date(s) []
 Festzinstermine)

First Interest Payment Date []
 Erster Zinszahlungstag

Initial Broken Amount per Specified Denomination []
 Anfänglicher Bruchteilzinsbetrag je festgelegter Stückelung

Fixed Interest Date preceding the Maturity Date []
 Festzinstermine, der dem Fälligkeitstag vorangeht

Final Broken Amount per Specified Denomination []
 Abschließender Bruchteilzinsbetrag je festgelegter Stückelung

Floating Rate Notes (Option II)

Variabel verzinsliche Schuldverschreibungen (Option II)

Interest Payment Dates

Zinszahlungstage

Interest Commencement Date []
 Verzinsungsbeginn

Specified Interest Payment Dates []
 Festgelegte Zinszahlungstage

Specified Interest Period(s) [number] [weeks][months]
 Festgelegte Zinsperiode(n) [Zahl] [Wochen][Monate]

Business Day Convention

Geschäftstagskonvention

Modified Following Business Day Convention
 Modifizierte-Folgender-Geschäftstag-Konvention

FRN Convention (specify period(s)) [number] months
 FRN Konvention (Zeitraum angeben) [Zahl] Monate

Following Business Day Convention
 Folgender-Geschäftstag-Konvention

Business Day

Geschäftstag

Relevant financial centre(s) []
 Relevante(s) Finanzzentrum(en)

TARGET
 TARGET

Rate of Interest

Zinssatz

EURIBOR
 EURIBOR

⁽¹²⁾ Insert "A", "B", "C", "D", "E", "F", "G" or "H", as applicable, in the case of an increase of an issue of Notes which were originally issued prior to the date of this Prospectus.
 "A", "B", "C", "D", "E", "F", "G" oder "H", soweit anwendbar, einfügen im Fall der Aufstockung einer Emission von Schuldverschreibungen, die ursprünglich vor dem Datum dieses Prospekts begeben wurde.

- LIBOR Interest Determination Date [first] [second] London [other financial centre] Business Day
[prior to commencement] of Interest Period
*LIBOR Zinsfestlegungstag [erster] [zweiter] Londoner [anderes Finanzzentrum] Geschäftstag
[vor Beginn] der jeweiligen Zinsperiode*

Screen page [LIBOR01][LIBOR02]
Bildschirmseite [LIBOR01][LIBOR02]

Margin [] per cent. *per annum*
Marge [] % per annum

plus
Plus

minus
Minus

Day Count Fraction⁽¹³⁾
Zinstagequotient

- Actual/Actual (ICMA Rule 251)
Actual/Actual (ICMA Regelung 251)
- annual interest payment (excluding the case of short or long coupons)
jährliche Zinszahlung (ausschließlich des Falls von kurzen oder langen Kupons)
- annual interest payment (including the case of short coupons)
jährliche Zinszahlung (einschließlich des Falls von kurzen Kupons)
- two or more constant interest periods within an interest year (including the case of short coupons)
zwei oder mehr gleichbleibende Zinsperioden (einschließlich des Falls von kurzen Kupons)
- calculation period is longer than one reference period (long coupon)
Zinsberechnungszeitraum ist länger als eine Bezugsperiode (langer Kupon)
- reference period
Bezugsperiode

Deemed Interest Payment Date []
Fiktiver Zinszahlungstag

- Actual/365 (Fixed)
- Actual/360
- 30/360 or 360/360 or Bond Basis
- 30E/360 or Eurobond Basis

PAYMENTS (§ 4)⁽¹⁴⁾
ZAHLUNGEN (§ 4)

Payment Business Day
Zahlungstag

- Relevant financial centre(s) []
Relevante(s) Finanzzentrum(en)
- TARGET
TARGET

⁽¹³⁾ Complete for all Notes.
Für alle Schuldverschreibungen auszufüllen.

⁽¹⁴⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.

REDEMPTION (§ 5)
RÜCKZAHLUNG (§ 5)

Redemption at Maturity
Rückzahlung bei Endfälligkeit

- Maturity Date⁽¹⁵⁾ []
Fälligkeitstag
- Redemption Month⁽¹⁶⁾ []
Rückzahlungsmonat

Early Redemption
Vorzeitige Rückzahlung

Early Redemption for Reasons of a Change of Control [Yes/No]
Vorzeitige Rückzahlung aufgrund eines Kontrollwechsels [Ja/Nein]

Early Redemption at the Option of the Issuer at Specified Call Redemption Amount(s)⁽¹⁷⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zu festgelegtem(n) Wahlrückzahlungsbetrag/-beträgen (Call) [Ja/Nein]

Specified Call Redemption Date(s) []
festgelegte Wahlrückzahlungstag(e) (Call)

Specified Call Redemption Amount(s) []
festgelegte Wahlrückzahlungsbetrag/-beträge (Call)

Early Redemption at the Option of the Issuer at Early Redemption Amount⁽¹⁸⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zum Vorzeitigen Rückzahlungsbetrag [Ja/Nein]

Early Redemption at the Option of the Issuer at Final Redemption Amount⁽¹⁹⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin zum Rückzahlungsbetrag [Ja/Nein]

Interest payment date **[number]** years after the Interest Commencement Date
and each Interest Payment Date thereafter
*Zinszahlungstag **[Zahl]** Jahre nach dem Verzinsungsbeginn und an jedem
darauf folgenden Zinszahlungstag*

Early Redemption at the Option of a Holder at Specified Put Redemption Amount(s)⁽²⁰⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl des Gläubigers zu festgelegtem(n) Wahlrückzahlungsbetrag/-beträgen (Put) [Ja/Nein]

Put Redemption Date(s) []
Wahlrückzahlungstag(e) (Put)

Put Redemption Amount(s) []
Wahlrückzahlungsbetrag/-beträge (Put)

Early Redemption at the Option of the Issuer for Inconvertibility, Non-transferability or Illiquidity⁽²¹⁾ [Yes/No]
*Vorzeitige Rückzahlung nach Wahl der Emittentin wegen Fehlender Konvertierbarkeit,
Fehlender Übertragbarkeit oder Illiquidität* [Ja/Nein]

Purchase; Early Redemption at the option of the Issuer for Reason of Minimal
Outstanding Amount [Yes/No]
Rückkauf; Vorzeitige Rückzahlung nach Wahl der Emittentin bei

⁽¹⁵⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.

⁽¹⁶⁾ Complete for floating rate Notes.
Für variabel verzinsliche Schuldverschreibungen auszufüllen.

⁽¹⁷⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.

⁽¹⁸⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.

⁽¹⁹⁾ Complete for floating rate Notes.
Für variabel verzinsliche Schuldverschreibungen auszufüllen.

⁽²⁰⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.

⁽²¹⁾ Complete for fixed rate Notes denominated in Renminbi.
Für fest verzinsliche Schuldverschreibungen auszufüllen, die auf Renminbi lauten.

geringem ausstehendem Nennbetrag [Ja/Nein]

Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice⁽²²⁾ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung [Ja/Nein]

Trigger Call Redemption Amount []
Ereignis-Wahl-Rückzahlungsbetrag

Transaction Notice Period from [issue date] to [date end of period]
Transaktionskündigungsfrist vom [Begebungstag] bis zum [Datum Ende des Zeitraums]

Description of transaction in respect of which the Notes are issued for refinancing purposes [specify details]
Beschreibung der Transaktion bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden [Einzelheiten einfügen]

Early Redemption Amount⁽²³⁾

Vorzeitiger Rückzahlungsbetrag

- Higher of Final Redemption Amount and Present Value
Rückzahlungsbetrag, oder falls höher, abgezinster Marktwert

Comparable Benchmark Yield of corresponding plus [percentage] per cent.
Vergleichbare Benchmark Rendite der entsprechenden zuzüglich [Prozentsatz]%

- euro denominated benchmark debt security of the Federal Republic of Germany
Euro-Referenz-Anleihe der Bundesrepublik Deutschland
- UK government Sterling denominated benchmark debt security issued by HM Treasury
durch HM Treasury begebenen Sterling-Referenzanleihe des Vereinigten Königreichs
- Swiss franc denominated benchmark federal bond of the Swiss Confederation
Schweizer Franken-Referenz-Bundesanleihe der Schweizerischen Eidgenossenschaft
- U.S. dollar denominated benchmark U.S. Treasury debt security
Referenz-U.S. Staatsanleihe (US Treasury debt security) in U.S. Dollar

THE FISCAL AGENT[,] [AND] THE PAYING AGENT [AND THE CALCULATION AGENT] (§ 6) DER FISCAL AGENT[,] [UND] DIE ZAHLSTELLE [UND DIE BERECHNUNGSSTELLE] (§ 6)

Fiscal and Paying Agent	[Deutsche Bank Aktiengesellschaft] []
<i>Fiscal Agent und Zahlstelle</i>	<i>[Deutsche Bank Aktiengesellschaft] []</i>
Calculation Agent	[Not applicable][]
<i>Berechnungsstelle</i>	<i>[Nicht anwendbar][]</i>

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE] (§ 11) ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE] (§ 11)

- Appointment of a Holders' Representative by resolution passed by Holders and not in the Terms and Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger durch Beschluss der Gläubiger und nicht in den Anleihebedingungen
- Appointment of a Holders' Representative in the Terms and Conditions
Bestellung eines gemeinsamen Vertreters der Gläubiger in den Anleihebedingungen
- Name and address of the Holders' Representative [specify details]
Name und Anschrift des gemeinsamen Vertreters [Einzelheiten einfügen]

⁽²²⁾ Complete for fixed rate Notes.
Für festverzinsliche Schuldverschreibungen auszufüllen.

⁽²³⁾ Complete for fixed rate Notes.
Für fest verzinsliche Schuldverschreibungen auszufüllen.

NOTICES (§ 13)
MITTEILUNGEN (§ 13)

Place and medium of publication
Ort und Medium der Bekanntmachung

- Website of the Luxembourg Stock Exchange (www.bourse.lu)
Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu)
- Clearing System
Clearing System

LANGUAGE OF TERMS AND CONDITIONS (§ 15)⁽²⁴⁾
SPRACHE DER ANLEIHEBEDINGUNGEN (§ 15)

- German and English (German controlling)
Deutsch und Englisch (deutscher Text maßgeblich)
- English and German (English controlling)
Englisch und Deutsch (englischer Text maßgeblich)
- English only
Ausschließlich Englisch
- German only⁽²⁵⁾
Ausschließlich Deutsch]

Part II.: ADDITIONAL INFORMATION⁽²⁶⁾
Teil II.: ZUSÄTZLICHE INFORMATIONEN

A. Essential information
Grundlegende Angaben

Interests of Natural and Legal Persons involved in the Issue/Offer
Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind

- So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer, except that certain Dealers and their affiliates may be customers of, and borrowers from the Issuer and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.
Nach Kenntnis der Emittentin bestehen bei den an der Emission

⁽²⁴⁾ To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Notes in bearer form publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available at the principal office of BASF SE.

In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Inhaberschuldverschreibungen maßgeblich sein wird, die insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht qualifizierte Anleger in der Bundesrepublik Deutschland verkauft werden, wird. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht qualifizierte Anleger die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptgeschäftsstelle der BASF SE erhältlich sein.

⁽²⁵⁾ Use only in the case of Notes not publicly offered and/or not intended to be listed on any regulated market within the European Economic Area.

Nur im Fall Schuldverschreibungen zu nutzen, die nicht öffentlich angeboten und nicht an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden sollen.

⁽²⁶⁾ There is no obligation to complete Part II. of the Final Terms in its entirety in case of Notes with a Specified Denomination of at least EUR 100,000 or its equivalent in any other currency, provided that such Notes will not be listed on any regulated market within the European Economic Area. To be completed in consultation with the Issuer.

Es besteht keine Verpflichtung, Teil II. der Endgültigen Bedingungen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000 oder dem Gegenwert in einer anderen Währung vollständig auszufüllen, sofern diese Schuldverschreibungen nicht an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden. In Absprache mit der Emittentin auszufüllen.

beteiligten Personen keine Interessen, die für das Angebot bedeutsam sind, außer, dass bestimmte Platzeure und mit ihnen verbundene Unternehmen Kunden von und Kreditnehmer der Emittentin und mit ihr verbundener Unternehmen sein können. Außerdem sind bestimmte Platzeure an Investment Banking-Transaktionen und/oder Commercial Banking-Transaktionen mit der Emittentin beteiligt, oder könnten sich in Zukunft daran beteiligen, und könnten im gewöhnlichen Geschäftsverkehr Dienstleistungen für die Emittentin und mit ihr verbundene Unternehmen erbringen.

- Other interest (specify) [Specify details]
Andere Interessen (angeben) [Einzelheiten einfügen]

Reasons for the offer and use of proceeds
Gründe für das Angebot und Verwendung der Erträge

Reasons for the offer to the public or for the admission to trading and use of proceeds⁽²⁷⁾ [Specify details]
Gründe für das öffentliche Angebot oder die Zulassung zum Handel und Zweckbestimmung der Erlöse [Einzelheiten einfügen]

Estimated net proceeds⁽²⁸⁾ []
Geschätzter Nettobetrag der Erlöse

Estimated total expenses of the issue⁽²⁹⁾ []
Geschätzte Gesamtkosten der Emission

B. Information concerning the securities to be offered /admitted to trading
Informationen über die anzubietenden bzw. zum Handel zuzulassenden Wertpapiere

Securities Identification Numbers
Wertpapier-Kenn-Nummern

Common Code []
Common Code

International Security Identification Number (ISIN) []
Internationale Wertpapier-Identifikationsnummer (ISIN)

German Securities Code []
Wertpapier-Kenn-Nummer (WKN)

Any other securities number []
Sonstige Wertpapierkennnummer

Eurosystem eligibility⁽³⁰⁾
EZB-Fähigkeit

Intended to be held in a manner which would allow Eurosystem eligibility [Yes/No]
Soll in EZB-fähiger Weise gehalten werden [Ja/Nein]

[Note that the designation "yes" in the case of an NGN means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the

⁽²⁷⁾ See paragraph "Use of Proceeds" in the Prospectus. If reasons for the offer or use of proceeds are different from general financing purposes of the BASF Group, include those reasons here.

Siehe Abschnitt "Use of Proceeds" im Prospekt. Sofern die Gründe für das Angebot oder die Verwendung der Erträge nicht in allgemeinen Finanzierungszwecken der BASF-Gruppe bestehen, sind die Gründe hier anzugeben.

⁽²⁸⁾ If proceeds are intended for more than one principal use, will need to split up and present in order of priority. *Sofern die Erträge für verschiedene wichtige Verwendungszwecke bestimmt sind, sind diese aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen.*

⁽²⁹⁾ Not to be completed in case of Notes with a Specified Denomination of at least EUR 100,000. *Nicht auszufüllen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.*

⁽³⁰⁾ Select "Yes" if the Notes are in NGN form and are to be kept in custody by an ICSD as common safekeeper or if the Notes are in CGN form and to be kept in custody by Clearstream Banking AG, Frankfurt. Select "No" if the Notes are in NGN form and are to be kept in custody by the common service provider as common safekeeper. *"Ja" wählen, falls die Schuldverschreibungen in Form einer NGN begeben und von einem ICSD als common safekeeper gehalten werden sollen oder falls die Schuldverschreibungen in Form einer CGN begeben und von Clearstream Banking AG, Frankfurt gehalten werden sollen. "Nein" wählen, falls die Schuldverschreibungen in Form einer NGN begeben und vom common service provider als common safekeeper gehalten werden sollen.*

Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes in the case of an NGN may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[Es wird darauf hingewiesen, dass "ja" im Fall einer NGN hier lediglich bedeutet, dass die Schuldverschreibungen nach ihrer Begebung bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden; es bedeutet nicht notwendigerweise, dass die Schuldverschreibungen bei ihrer Begebung, zu irgendeinem Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]

[Auch wenn die Bezeichnung mit Datum dieser Endgültigen Bedingungen "nein" lautet, sollten die Zulassungskriterien des Eurosystems sich zukünftig dergestalt ändern, dass die Schuldverschreibungen diese erfüllen können, könnten die Schuldverschreibungen im Fall einer NGN dann bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden. Es wird darauf hingewiesen, dass dies jedoch nicht notwendigerweise bedeutet, dass die Schuldverschreibungen dann zu irgendeinem Zeitpunkt während ihrer Laufzeit als zulässige Sicherheiten für die Zwecke der Geldpolitik oder für Innertageskredite des Eurosystems anerkannt werden. Eine solche Anerkennung ist abhängig davon, ob die Zulassungskriterien des Eurosystems erfüllt sind.]

Historic Interest Rates and further performance as well as volatility⁽³¹⁾

Zinssätze der Vergangenheit und künftige Entwicklungen sowie ihre Volatilität

Details of historic [EURIBOR][LIBOR] rates

and the future performance as well as their volatility

can be obtained (not free of charge)

by electronic means from

[Reuters [EURIBOR01][LIBOR01][LIBOR02]][Not applicable]

Einzelheiten zu vergangenen [EURIBOR][LIBOR] Sätzen

und Informationen über künftige Wertentwicklungen sowie ihre Volatilität

können (nicht kostenfrei)

auf elektronischem Weg abgerufen werden

unter

[Reuters [EURIBOR01][LIBOR01][LIBOR02]][Nicht anwendbar]

Description of any market disruption or settlement disruption events

[Not applicable][Please see

that effect the [EURIBOR][LIBOR] rates

§ 3 of the Terms and Conditions]

Beschreibung etwaiger Ereignisse, die eine Störung des Marktes oder

[Nicht anwendbar][Bitte siehe

der Abrechnung bewirken und die [EURIBOR][LIBOR] Sätze beeinflussen

§ 3 der Anleihebedingungen]

Yield to final maturity⁽³²⁾

[] per cent.

Rendite bei Endfälligkeit

[]%

Representation of debt security holders including an identification

of the organization representing the investors and provisions applying

to such representation. Indication of the website where the public may have

free access to the contracts relation to these forms of representation⁽³³⁾

[Not applicable] [Specify details]

Vertretung der Schuldtitelinhaber unter Angabe der die

Anleger vertretenden Organisation und der für diese Vertretung

geltenden Bestimmungen. Angabe der Webseite, auf der die

Öffentlichkeit die Verträge, die diese Repräsentationsformen regeln,

kostenlos einsehen kann

[Nicht anwendbar] [Einzelheiten einfügen]

⁽³¹⁾ Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least EUR 100,000.

Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

⁽³²⁾ Only applicable for Fixed Rate Notes.

Nur für festverzinsliche Schuldverschreibungen anwendbar.

⁽³³⁾ Specify further details in the case a Holders' Representative will be appointed in § 11 of the Conditions.

Weitere Einzelheiten für den Fall einfügen, dass § 11 der Bedingungen einen Gemeinsamen Vertreter bestellt.

Resolutions, authorizations and approvals by virtue of which the Notes will be created	[Specify details]
<i>Beschlüsse, Ermächtigungen und Genehmigungen, welche die Grundlage für die Schaffung der Schuldverschreibungen bilden</i>	[Einzelheiten einfügen]
If different from the issuer, the identity and contact details of the offeror of the Notes and/or the person asking for admission to trading, including the legal entity identifier (LEI), if any	[Specify details]
<i>Sofern Anbieter und Emittent nicht identisch sind, Angabe der Identität, der Kontaktdaten des Anbieters der Schuldtitel und/oder der die Zulassung zum Handel beantragenden Person einschließlich der Rechtsträgerkennung (LEI), wenn vorhanden.</i>	[Einzelheiten einfügen]
C. Terms and conditions of the offer of Notes to the public⁽³⁴⁾	
<i>Bedingungen und Konditionen des öffentlichen Angebots von Schuldverschreibungen</i>	
C.1 Conditions, offer statistics, expected timetable and actions required to apply for the offer	[Not applicable]
<i>Bedingungen, Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Antragstellung</i>	[Nicht anwendbar]
Conditions to which the offer is subject	[Specify details]
<i>Bedingungen, denen das Angebot unterliegt</i>	[Einzelheiten einfügen]
Time period, including any possible amendments, during which the offer will be open and description of the application process	[Specify details]
<i>Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt und Beschreibung des Prozesses für die Umsetzung des Angebots</i>	[Einzelheiten einfügen]
A description of the possibility to reduce subscriptions and the manner for refunding amounts paid in excess by applicants	[Specify details]
<i>Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner</i>	[Einzelheiten einfügen]
Details of the minimum and/or maximum amount of the application (whether in number of notes or aggregate amount to invest)	[Specify details]
<i>Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags)</i>	[Einzelheiten einfügen]
Method and time limits for paying up the notes and for delivery of the notes	[Specify details]
<i>Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung</i>	
Manner and date in which results of the offer are to be made public	[Specify details]
<i>Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind</i>	[Einzelheiten einfügen]
The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.	[Specify details]
<i>Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte</i>	[Einzelheiten einfügen]
C.2 Plan of distribution and allotment⁽³⁵⁾	[Not applicable]
<i>Plan für die Aufteilung der Wertpapiere und deren Zuteilung</i>	[Nicht anwendbar]
If the Offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate such tranche	[Specify details]

⁽³⁴⁾ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

⁽³⁵⁾ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

Erfolgt das Angebot gleichzeitig auf den Märkten zweier oder mehrerer Länder und wurde/ wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche

[Einzelheiten einfügen]

Process for notifying applicants of the amount allotted and an indication whether dealing may begin before notification is made
Verfahren zur Meldung gegenüber den Zeichnern über den zugeteilten Betrag und Angabe, ob eine Aufnahme des Handels vor der Meldung möglich ist

[Specify details]

[Einzelheiten einfügen]

**C.3 Pricing⁽³⁶⁾
Kursfeststellung**

[Not applicable]
[Nicht anwendbar]

Expected price at which the Notes will be offered
Preis, zu dem die Schuldverschreibungen voraussichtlich angeboten werden

[Specify details]

[Einzelheiten einfügen]

Amount of expenses and taxes charged to the subscriber / purchaser
Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt werden

[Specify details]

[Einzelheiten einfügen]

**C.4 Placing and underwriting⁽³⁷⁾
Platzierung und Emission**

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place
Name und Anschrift des Koordinator/der Koordinatoren des globalen Angebots oder einzelner Teile des Angebots – sofern der Emittentin oder dem Anbieter bekannt – in den einzelnen Ländern des Angebots

[]

**Method of distribution
Vertriebsmethode**

- Non-syndicated
Nicht syndiziert
- Syndicated
Syndiziert

**Subscription Agreement
Übernahmevertrag**

Date of Subscription Agreement
Datum des Übernahmevertrages

[]

Material features of the Subscription Agreement
Hauptmerkmale des Übernahmevertrages

[]

**Management Details including form of commitment⁽³⁸⁾
Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme**

Dealer / Management Group (specify)
Platzeur / Bankenkonsortium (angeben)

[]

- Firm commitment
Feste Zusage

[]

- No firm commitment / best efforts arrangements
Ohne feste Zusage / zu den bestmöglichen Bedingungen

[]

⁽³⁶⁾ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

⁽³⁷⁾ Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

⁽³⁸⁾ Not required for Notes with a Specified Denomination of at least EUR 100,000.
Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

**Commissions⁽³⁹⁾
Provisionen**

Management/Underwriting Commission (specify) []
Management- und Übernahmeprovision (angeben)

Selling Concession (specify) []
Verkaufsprovision (angeben)

Prohibition of Sales to EEA and UK Retail Investors⁽⁴⁰⁾ [Applicable] [Not Applicable]
Verbot des Verkaufs an EWR- und UK-Privatanleger [Anwendbar] [Nicht anwendbar]

Stabilizing Dealer(s)/Manager(s) [None] [Specify details]
Kursstabilisierende(r) Platzeur(e)/Manager [Keiner] [Einzelheiten einfügen]

D. Listing and admission to trading [Yes/No]
Börsenzulassung und Notierungsaufnahme [Ja/Nein]

Regulated Market of the Luxembourg Stock Exchange
Geregelter Markt der Luxemburger Wertpapierbörse

Professional segment of the Regulated Market of the Luxembourg Stock Exchange
Professionelles Segment des Geregelteten Marktes der Luxemburger Wertpapierbörse

Date of admission []
Datum der Zulassung

Estimate of the total expenses related to admission to trading⁽⁴¹⁾ []
Geschätzte Gesamtkosten für die Zulassung zum Handel

All regulated markets or third country markets, SME Growth Market or MTFs on which, to the knowledge of the Issuer, notes of the same class of the notes to be offered to the public or admitted to trading are already admitted to trading⁽⁴²⁾

Angabe sämtlicher geregelter Märkte oder Märkte in Drittstaaten, KMU-Wachstumsmärkte oder MTFs, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die öffentlich angeboten oder zum Handel zugelassen werden sollen, bereits zum Handel zugelassen sind

Regulated Market of the Luxembourg Stock Exchange
Geregelter Markt der Luxemburger Wertpapierbörse

Professional segment of the Regulated Market of the Luxembourg Stock Exchange
Professionelles Segment des Geregelteten Marktes der Luxemburger Wertpapierbörse

Issue Price [] per cent.
Ausgabepreis []%

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment

Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen erwirtschaften,

[Not applicable] [Specify details]

⁽³⁹⁾ To be completed in consultation with the Issuer.
In Abstimmung mit der Emittentin auszuführen.

⁽⁴⁰⁾ Specify "Applicable" if the Notes may constitute "packaged" products pursuant to PRIIPs Regulation and no key information document will be prepared.
"Anwendbar" wählen, wenn die Schuldverschreibungen als "verpackte Produkte" nach der PRIIPs Verordnung einzuordnen sein könnten und kein Basisinformationsblatt erstellt wird.

⁽⁴¹⁾ Not required for Notes with a Specified Denomination of less than EUR 100,000.

Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000.

⁽⁴²⁾ In case of a fungible issue, need to indicate that the original notes are already admitted to trading. Not required for Notes with a Specified Denomination of at least EUR 100,000.

Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Schuldverschreibungen bereits zum Handel zugelassen sind. Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

und Beschreibung der Hauptbedingungen der
Zusagevereinbarung

[Nicht anwendbar] [Einzelheiten einfügen]

E. Additional Information Zusätzliche Informationen

Rating⁽⁴³⁾ []
Rating

[Specify whether the relevant rating agency is established in the European Community and is registered or has applied for registration pursuant to Regulation (EC) No 1060/2009 of the European Parliament and of the Council of September 16, 2009 on credit rating agencies, as amended, (the "**CRA Regulation**").

The European Securities and Markets Authority ("**ESMA**") publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.]

*[Einzelheiten einfügen, ob die jeweilige Ratingagentur ihren Sitz in der Europäischen Gemeinschaft hat und gemäß Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, in der jeweils geltenden Fassung, (die "**Ratingagentur-Verordnung**") registriert ist oder die Registrierung beantragt hat.*

*Die Europäische Wertpapier und Marktaufsichtsbehörde ("**ESMA**") veröffentlicht auf ihrer Webseite (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.]*

[Listing and admission to trading:⁽⁴⁴⁾ Börsenzulassung und Notierungsaufnahme:

The above Final Terms comprise the details required for admittance to trading and to list this issue of Notes (as from [insert Issue Date for the Notes]) pursuant to the EUR 20,000,000,000 Debt Issuance Program of BASF SE and BASF Finance Europe N.V.

Die vorstehenden Endgültigen Bedingungen enthalten die Angaben, die für die Zulassung und Notierungsaufnahme dieser Emission von Schuldverschreibungen gemäß dem EUR 20.000.000.000 Debt Issuance Program der BASF SE und der BASF Finance Europe N.V. (ab dem [Tag der Begebung der Schuldverschreibungen einfügen]) erforderlich sind.]

F. Information to be provided regarding the consent by the Issuer or person responsible for drawing up the Prospectus Zur Verfügung zu stellende Informationen über die Zustimmung des Emittenten oder der für die Erstellung des Prospekts zuständigen Person

Offer period during which subsequent resale or final placement of the Notes by Dealers and/or further financial intermediaries can be made [Not applicable] [Specify details]
Angebotsfrist, während derer die spätere Weiterveräußerung oder endgültige Platzierung von Wertpapieren durch die Platzeure oder weitere Finanzintermediäre erfolgen kann [Nicht anwendbar] [Einzelheiten einfügen]

[THIRD PARTY INFORMATION INFORMATIONEN VON SEITEN DRITTER

With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the

⁽⁴³⁾ Do not complete, if the Notes are not rated on an individual basis. Include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.
Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt. Kurze Erläuterung der Bedeutung des Ratings einfügen, wenn dieses unlängst von der Ratingagentur erstellt wurde.

⁽⁴⁴⁾ Include only in the version of the Final Terms which is submitted to the relevant stock exchange in the case of Notes to be listed on such stock exchange.
Nur in derjenigen Fassung der Endgültigen Bedingungen einfügen, die der betreffenden Börse, bei der die Schuldverschreibungen zugelassen werden sollen, vorgelegt werden.

omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof. *Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten weggelassen wurden, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.]*

[BASF SE
(as Issuer)
(als Emittentin)]

[BASF Finance Europe N.V.
(as Issuer)
(als Emittentin)]

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Terms and Conditions pertaining to a certain issue of Notes provide that the Holders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed in a meeting (*Gläubigerversammlung*) or by taking votes without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favor of or against such resolution.

In addition to the provisions included in the Terms and Conditions of a particular issue of Notes, the rules regarding resolutions of Holders are substantially set out in Schedule 5 to the Fiscal Agency Agreement in the German language together with an English translation. If the Notes are for their life represented by Global Notes, the Terms and Conditions of such Notes fully refer to the rules pertaining to resolutions of Holders in the form of such Schedule to the Fiscal Agency Agreement. Under the German Act on Debt Securities (*Schuldverschreibungsgesetz – "SchVG"*), these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

Resolutions of the Holders with respect to the Notes can be passed in a meeting (*Gläubigerversammlung*) in accordance with § 5 et seqq. SchVG or by way of a vote without a meeting pursuant to § 18 and § 9 et seqq. SchVG (*Abstimmung ohne Versammlung*).

The following is a brief summary of some of the statutory rules regarding the convening and conduct of meetings of Holders and the taking of votes without meetings, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Rules regarding Holders' Meetings

Meetings of Holders may be convened by the Issuer or the Holders' Representative, if any. Meetings of Holders must be convened if one or more Holders holding 5% or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. The Terms and Conditions may provide that attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The Terms and Conditions will indicate what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German issuer is the place of the issuer's registered office, provided, however, that where the relevant Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders' representing by value not less than 50% of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25% of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in Germany against an Issuer, a Holders' Representative, if appointed, is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the German Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

Specific Rules regarding Votes without Meeting

In the case of resolutions to be passed by Holders without a meeting, the rules applicable to Holders' Meetings apply *mutatis mutandis* to any taking of votes by Holders without a meeting, subject to certain special provisions. The following summarizes such special rules.

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Holders (the " **Holders' Representative** ") has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

USE OF PROCEEDS

The net proceeds from each issue of Notes by BASF will be used for general corporate purposes unless stated otherwise in the applicable Final Terms. The net proceeds from each issue of Notes by BASF Finance will only be lent to or invested in companies belonging to the same group of companies to which BASF Finance belongs.

TAXATION WARNING

THE TAX LEGISLATION OF THE MEMBER STATE OF PROSPECTIVE PURCHASERS OF NOTES, THE ISSUER'S AND/OR THE GUARANTOR'S COUNTRIES OF INCORPORATION MAY HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE NOTES. PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS APPLICABLE IN GERMANY, THE NETHERLANDS, THE GRAND DUCHY OF LUXEMBOURG, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, THE REPUBLIC OF IRELAND, THE REPUBLIC OF AUSTRIA AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS OR OTHERWISE SUBJECT TO TAXATION.

SELLING RESTRICTIONS

The Dealers have entered into an amended and restated dealer agreement dated September 10, 2020 (the "**Dealer Agreement**") as a basis upon which they or any of them may from time to time agree to purchase Notes.

1. General

Each Dealer has represented and agreed that it will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor the Guarantor (if BASF Finance is the Issuer) nor any other Dealer shall have any responsibility therefor.

2. United States of America (the "United States")

(a) Each Dealer has acknowledged that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Note constituting part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer further has represented and agreed that neither it, nor its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Note.

(b) From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Clause 4(1)(o)(i) of the Dealer Agreement, each Dealer (i) acknowledges that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; (ii) has represented and agreed that it has not offered and sold any Notes, and will not offer and sell any Notes, (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and closing date, only in accordance with Rule 903 of Regulation S under the Securities Act; and accordingly, (iii) has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirements of Regulation S; and (iv) has also agreed that, at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903 (b)(2)(iii) (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

(c) Each Dealer who has purchased Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer, each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of a syndicated issue, the relevant Lead Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche.

Terms used in this paragraph 2 have the meanings given to them by Regulation S.

(d) Each Dealer has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.

(e) Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(C) (the "**C Rules**"), or in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (the "**D Rules**"), (or any successor rules in substantially the same form as the C Rules or D Rules, as applicable, for purposes of Section 4701 of the U.S. Internal Revenue Code) as specified in the applicable Final Terms.

Where the C Rules are specified in the relevant Final Terms as being applicable to any Tranche of Notes, Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer has represented and agreed that it has not offered sold or delivered and will not offer, sell or deliver, directly or indirectly, Notes within the United States or its possessions in connection with their original issuance. Further, each Dealer has represented and agreed in connection with the original issuance of Notes, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such Dealer or purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the C Rules.

In addition, in respect of Notes issued in accordance with the D Rules, each Dealer has represented and agreed that:

- (i) except to the extent permitted under the D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Notes that are sold during the restricted period;
- (ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (iii) if such Dealer is a United States person, it represents that it is acquiring the Notes for purposes of resale in connection with their original issuance and if such Dealer retains Notes for its own account, it will only do so in accordance with the D Rules; and
- (iv) with respect to each affiliate that acquires from such Dealer Notes for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii).

Terms used in this paragraph (e) have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

3. European Economic Area and the United Kingdom of Great Britain and Northern Ireland ("United Kingdom")

Unless the Final Terms in respect of any Notes specify the "*Prohibition of Sales to EEA and UK Retail Investors*" as "*Not Applicable*", each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive 2016/97/EU (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specify the "*Prohibition of Sales to EEA and UK Retail Investors*" as "*Not Applicable*", in relation to each Member State of the European Economic Area and the United Kingdom (each, a "**Relevant State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer

of such Notes to the public in that Relevant State:

- (a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

4. United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000, as amended ("**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

5. Japan

Each Dealer has acknowledged that the Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Law**"). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except only pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law and any applicable laws, regulations and guidelines of Japan.

GENERAL INFORMATION

Application has been made to the Commission, which is the Luxembourg competent authority for the purpose of the Prospectus Regulation for its approval of this Prospectus.

Interests of Natural and Legal Persons involved in the Issue/Offer

Except as discussed in the relevant Final Terms, certain of the Dealers and their affiliates may be customers of, borrowers from or creditors of BASF, BASF Finance and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for BASF, BASF Finance and its affiliates in the ordinary course of business. Furthermore, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers or Issuers' affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuers routinely hedge their credit exposure to the Issuers consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions, which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Program. Any such short positions could adversely affect future trading prices of Notes issued under the Program. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Authorization

The Board of Executive Directors of BASF (*Vorstand*) has authorized the establishment of the Program by a resolution on August 21, 2007. Each issue of Notes under the Program has to be authorized by resolution of the board of executive directors of BASF.

The Board of Managing Directors of BASF Finance has authorized the establishment of the Program by resolution on September 5, 2007. Each issue of Notes under the Program has to be authorized by resolution of the Board of Managing Directors of BASF Finance, which in turn has to be approved by a resolution of the general meeting of shareholders of BASF Finance.

The increase of the program amount has been authorized by the Board of Executive Directors of BASF (*Vorstand*) by a resolution on August 14, 2009 and by the Board of Managing Directors of BASF Finance by a resolution on September 1, 2009.

The increase of the program amount has been authorized by the Board of Executive Directors of BASF (*Vorstand*) by a resolution on July 15, 2014 and by the Board of Managing Directors of BASF Finance by a resolution on September 15, 2014.

Listing and Admission to Trading

Application has been made to the Luxembourg Stock Exchange for Notes issued under this Prospectus to be admitted to trading on the Regulated Market or on the professional segment of the Regulated Market of the Luxembourg Stock Exchange and to be listed on the official list of the Luxembourg Stock Exchange.

Clearing Systems

Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These systems will comprise those operated by Clearstream Banking AG, Neue Börsenstr. 1, 60487 Frankfurt am Main, Federal Republic of Germany ("**CBF**"), Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"), Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**") and CDS & Co., as nominee for CDS Clearing and Depository Services Inc. The appropriate German securities number ("**WKN**") (if any), Common Code and International Security Identification Number (ISIN) for each Tranche of Notes allocated by CBF, CBL and Euroclear will be specified in the applicable Final Terms.

Documents Available

So long as Notes are capable of being issued under the Program, the following documents are available in electronic form on the website <https://www.basf.com/global/en/investors.html> and copies of the following documents will, when published, also be available free of charge during normal business hours from the registered office of the relevant Issuer and from the specified office of the Fiscal Agent for the time being in Frankfurt am Main:

- (i) the constitutional documents (with an English translation where applicable) of each of the Issuers;
- (ii) the audited consolidated annual financial statements of BASF Group in respect of the financial years ended 2019 and 2018 and the unaudited interim consolidated financial statements of BASF Group for the half-year as of June 30, 2020;
- (iii) the audited unconsolidated annual financial statements of BASF in respect of the financial years ended 2019 and 2018;
- (iv) the audited annual financial statements of BASF Finance in respect of the financial years ended 2019 and 2018 and the unaudited interim financial statements of BASF Finance for the half-year as of June 30, 2020;
- (v) copies of this Prospectus, the Debt Issuance Program Prospectus dated September 14, 2012, the Debt Issuance Program Prospectus dated September 11, 2013, of the Debt Issuance Program Prospectus dated September 16, 2014, of the Debt Issuance Program Prospectus dated September 15, 2015, the Debt Issuance Program Prospectus dated September 12, 2016, the Debt Issuance Program Prospectus dated September 11, 2017, the Debt Issuance Program Prospectus dated September 11, 2018 and of the Debt Issuance Program Prospectus dated September 13, 2019;
- (vi) any supplement to this Prospectus;
- (vii) the Guarantee.

In the case of Notes listed on the official list of and admitted to trading on the regulated market or on the professional segment of the Regulated Market of the Luxembourg Stock Exchange or publicly offered in the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of the Luxembourg Stock Exchange (www.bourse.lu). In the case of Notes publicly offered in one or more member states of the European Economic Area other than the Grand Duchy of Luxembourg, the Final Terms will be displayed on the website of BASF group (www.BASF.com).

DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference

The following documents which have been published or which are published simultaneously with this Prospectus and filed with the Commission shall be incorporated in, and form part of, this Prospectus:

- (a) the published audited consolidated annual financial statements of BASF Group (English language version) dated December 31, 2019 and December 31, 2018, in each case including the auditor's report thereon;
- (b) the published audited unconsolidated annual financial statements of BASF (English language version) dated December 31, 2019 and December 31, 2018, in each case including the auditor's report thereon;
- (c) the published audited financial statements 2019 of BASF Finance as well as the auditor's report thereon and its published audited financial statements 2018 including the auditor's report thereon;
- (d) the published unaudited interim consolidated financial statements of BASF Group as of June 30, 2020;
- (e) the published unaudited interim financial statements as of June 30, 2020 of BASF Finance;
- (f) sets of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 14, 2012, the Debt Issuance Program Prospectus dated September 11, 2013, the Debt Issuance Program Prospectus dated September 16, 2014, the Debt Issuance Program Prospectus dated September 15, 2015, the Debt Issuance Program Prospectus dated September 12, 2016, the Debt Issuance Program Prospectus dated September 11, 2017, the Debt Issuance Program Prospectus dated September 11, 2018, and of the Debt Issuance Program Prospectus dated September 13, 2019 respectively;
- (g) Schedule 5 "Provisions regarding resolutions of Holders" of the Amended and Restated Fiscal Agency Agreement dated September 10, 2020 (the "**Agency Agreement**") between BASF, BASF Finance and Deutsche Bank Aktiengesellschaft acting as Fiscal Agent and Paying Agent.

All of these documents are published and available on the website of BASF <https://www.basf.com/global/en/investors.html>.

Cross-reference list of Documents incorporated by Reference

Page	Section of Prospectus	Document incorporated by reference
24	BASF Group, Financial Information	Financial Report 2019 of BASF Group (p. 185 – p. 289) Consolidated balance sheet (p. 197 – p. 198) Consolidated statement of income (p. 194) Consolidated statement of cash flows (p. 199) Notes (p. 201 – p. 289) Auditors' report (p. 187 – p. 193) https://report.basf.com/2019/en/servicepages/downloads/files/BASF_Report_2019.pdf
		Financial Report 2018 of BASF Group (p. 168 – p.268) Consolidated balance sheet (p. 179) Consolidated statements of income (p. 176) Consolidated statements of cash flows (p. 181) Notes (p. 183 – p. 268) Auditors' report (p. 170 – p. 175) https://report.basf.com/2018/en/servicepages/downloads/files/BASF_Report_2018.pdf

Page	Section of Prospectus	Document incorporated by reference
		<p>Interim First-Half-Results 2020 of BASF Group (p. 23 – p. 50) Balance Sheet (p. 26 - 27) Statement of Income (p. 23) Statement of Cash Flows (p. 28) Notes (p. 31 – p.50) https://report.basf.com/2020/q2/en/servicepages/downloads/files/entire_basf_hyr_20.pdf</p>
24	BASF SE, Financial Information	<p>Financial Report 2019 of BASF SE (p. 71 – p. 115) Balance Sheet (p. 72) Statement of Income (p. 71) Notes (p. 73 – p. 108) Auditors' Report (p. 110 – p. 115) https://www.basf.com/global/documents/en/news-and-media/publications/reports/2020/Financial_Statements_BASF_SE_2019.pdf</p> <p>Financial Report 2018 of BASF SE (p. 70 – p. 115) Balance Sheet (p. 71) Statement of Income (p. 70) Notes (p. 72 – p. 109) Auditors' Report (p. 110 – p. 115) https://www.basf.com/global/documents/en/news-and-media/publications/reports/2019/Financial_Statements_BASF_SE_2018.pdf</p>
62	BASF Finance, Financial Information	<p>Financial Report 2019 of BASF Finance Balance Sheet (p. 9) Profit & Loss Account (p. 10) Cash Flow Statement (p. 11) Notes (p. 12 – p. 28) Auditors' Report (p. 30 – p. 34) https://www.basf.com/global/documents/en/investor-relations/creditor-relations/bonds/reports-basf-finance-europe-n-v/BASF_Finance_Europe_NV_Annual-Report_2019.pdf</p> <p>Financial Statements 2018 of BASF Finance Balance Sheet (p. 9) Profit & Loss Account (p. 10) Cash Flow Statement (p. 11) Notes (p. 12 – p. 28) Auditors' Report (p. 30 – p. 35) https://www.basf.com/global/documents/en/investor-relations/creditor-relations/bonds/reports-basf-finance-europe-n-v/BASF_Finance_Europe_NV_Financial_statements_2018.pdf</p> <p>Semi-Annual Report 2020 of BASF Finance Balance Sheet (p. 8) Profit & Loss Account (p. 9) Cash Flow Statement (p. 10) Notes (p. 11 – p. 23) https://www.basf.com/global/documents/en/investor-relations/creditor-relations/bonds/reports-basf-finance-europe-n-v/BASF_Finance_Europe_NV_Semi-Annual_2020.pdf</p>
67/88 108/132	Sets of Terms and Conditions of the Notes	<p>Schedule 5 of the Agency Agreement https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/agency-agreement.html</p>

Page	Section of Prospectus	Document incorporated by reference
65/106	Sets of Terms and Conditions of the Notes	- set of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 14, 2012 (p. 75 – p. 91 (English language) and p. 108 – p. 126 (German language)) (" Option I A "); https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/debt-issuance-program/base-prospectus-dip-2012.html
		- set of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 11, 2013 (p. 78 – p. 95 (English language) and p. 112 – p. 132 (German language)) (" Option I B "); https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/debt-issuance-program/base-prospectus-dip-2013.html
		- set of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 16, 2014 (p. 78 – p. 98 (English language) and p. 115 – p. 139 (German language)) (" Option I C "); https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/debt-issuance-program/base-prospectus-dip-2014.html
		- set of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 15, 2015 (p. 80 – p. 100 (English language) and p. 118 – p. 141 (German language)) (" Option I D "); https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/debt-issuance-program/base-prospectus-dip-2015.html
		- set of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 12, 2016 (p. 79 – p. 99 (English language) and p. 116 – p. 140 (German language)) (" Option I E "); https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/debt-issuance-program/base-prospectus-dip-2016.html
		- set of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 11, 2017 (p. 79 – p. 99 (English language) and p. 116 – p. 140 (German language)) (" Option I F "); https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/debt-issuance-program/base-prospectus-dip-2017.html
		- set of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 11, 2018 (p. 85 – p. 106 (English language) and p. 124 – p. 148 (German language)) (" Option I G "); https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/debt-issuance-program/base-prospectus-dip-2018.html
		- set of Terms and Conditions for Notes with fixed interest rates contained in the Debt Issuance Program Prospectus dated September 13, 2019 (p. 60 – p. 81 (English language) and p. 101 – p. 125 (German language)) (" Option I H "). https://www.basf.com/global/en/investors/creditor-relations/financing-strategy/debt-issuance-program/base-prospectus-dip-2019.html

Any information contained in the documents referred to above which is not listed in the cross-reference list above and, therefore not incorporated by reference, is either not relevant for investors of the Notes or covered elsewhere in the Prospectus.

All of these documents are published and available on the website of BASF
<https://www.basf.com/global/en/investors.html>.

Availability of Documents

Any document incorporated herein by reference can be obtained without charge at the offices of BASF and BASF Finance as set out at the end of this Prospectus. In addition, such documents will be available free of charge from the principal office in Luxembourg of Deutsche Bank Luxembourg S.A. (the "**Luxembourg Listing Agent**") for Notes listed on the official list of and admitted to trading on the regulated market of the Luxembourg Stock Exchange and **is published and available on the website of BASF** <https://www.basf.com/global/en/investors.html>.

The Articles of Association of BASF SE are published and available on the website <https://www.basf.com/global/en/investors/basf-at-a-glance/corporate-governance/statutes.html>.

The Articles of Association of BASF Finance B.V. are published and available on the website <https://www.basf.com/global/en/investors/creditor-relations/basf-bonds/reports-basf-finance-europe-n-v.html>.

NAMES AND ADDRESSES

THE ISSUERS

BASF SE
Carl-Bosch-Str. 38
67056 Ludwigshafen am Rhein
Germany

BASF Finance Europe N.V.
Groningensingel 1
6835 EA Arnhem
The Netherlands

FISCAL AGENT AND PAYING AGENT

Deutsche Bank Aktiengesellschaft
Taunusanlage 12
60325 Frankfurt am Main
Federal Republic of Germany

LUXEMBOURG LISTING AGENT

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
1115 Luxembourg
Grand Duchy of Luxembourg

LEGAL ADVISERS

To the Dealers as to German law

Hengeler Mueller
Partnerschaft von Rechtsanwälten mbB
Bockenheimer Landstr. 24
60323 Frankfurt am Main
Germany

To the Issuers as to Dutch law

Clifford Chance LLP
Ijsbaanpad 2
1076 CV Amsterdam
The Netherlands

AUDITORS TO THE ISSUERS*For BASF SE*

KPMG AG Wirtschaftsprüfungsgesellschaft
 THE SQUAIRE
 Am Flughafen
 60549 Frankfurt am Main
 Germany

For BASF Finance Europe N.V.

BDO Audit & Assurance B.V.
 Krijgsman 9
 1186 DM Amstelveen
 P.O. Box 71730
 1008 DE Amsterdam
 The Netherlands

DEALERS**Banco Bilbao Vizcaya Argentaria, S.A.**

Ciudad BBVA
 C/ Saucedo, 28
 Edificio Asia - 2nd Floor
 28050, Madrid
 Spain

Banco Santander, S.A.

Ciudad Grupo Santander
 Edificio Encinar
 Avenida de Cantabria
 28660, Boadilla del Monte, Madrid
 Spain

Barclays Bank Ireland PLC

One Molesworth Street
 Dublin 2, D02 RF29
 Ireland

Bayerische Landesbank

Briener Str. 18
 80333 München
 Germany

BNP Paribas

16, boulevard des Italiens
 75009 Paris
 France

BofA Securities Europe SA

51 rue La Boétie
 75008 Paris
 France

Citigroup Global Markets Europe AG

Reuterweg 16
 60323 Frankfurt am Main
 Germany

Citigroup Global Markets Limited

Citigroup Centre
 Canada Square
 Canary Wharf
 London E14 5LB
 United Kingdom

Commerzbank Aktiengesellschaft

Kaiserstr. 16 (Kaiserplatz)
 60311 Frankfurt am Main
 Germany

Crédit Agricole Corporate and Investment Bank

12, Place des États-Unis, CS 70052
 92547 Montrouge CEDEX
 France

Credit Suisse Securities (Europe) Limited

One Cabot Square
 London E14 4QJ
 United Kingdom

Deutsche Bank Aktiengesellschaft

Mainzer Landstr. 11-17
 60329 Frankfurt am Main
 Germany

**DZ BANK AG Deutsche Zentral-
Genossenschaftsbank,
Frankfurt am Main**

Platz der Republik
 60325 Frankfurt am Main
 Germany

Goldman Sachs Bank Europe SE

Marienturm
 Taunusanlage 9-10
 60329 Frankfurt am Main
 Germany

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Mizuho Securities Europe GmbH
Taunustor 1
60310 Frankfurt am Main
Germany

Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

MUFG Securities EMEA plc
Ropemaker Place
25 Ropemaker Street
London EC2Y 9AJ
United Kingdom

NatWest Markets N.V.
Claude Debussylaan 94
1082 MD Amsterdam
The Netherlands

SMBC Nikko Capital Markets Europe GmbH
Neue Mainzer Str. 52-58
60311 Frankfurt
Germany

Société Générale
29 boulevard Hausmann
75009 Paris
France

UniCredit Bank AG
Arabellastr. 12
81925 München
Germany

ING Bank N.V.
Foppingadreef 7
1102 BD Amsterdam
The Netherlands

Landesbank Baden-Württemberg
Am Hauptbahnhof 2
70173 Stuttgart
Germany

Mizuho International plc
Mizuho House
30 Old Bailey
London EC4M 7AU
United Kingdom

MUFG Securities (Europe) N.V.
World Trade Center, Tower H, 11th Floor
Zuidplein 98
1077 XV Amsterdam
The Netherlands

NatWest Markets Plc
250 Bishopsgate
London EC2M 4AA
United Kingdom

RBC Europe Limited
100 Bishopsgate
London EC2N 4AA
United Kingdom

SMBC Nikko Capital Markets Limited
One New Change
London EC4M 9AF
United Kingdom

UBS AG London Branch
5 Broadgate
London EC2M 2QS
United Kingdom