

General Terms and Conditions of LPG Liquefied Petroleum Gas Purchase

effective as of 12th of September, 2025

1. Preamble

The Contract and the present General Terms and Conditions regulate the MOL Group LPG purchase with MOL Plc. or MOL Petrochemicals Private Company Limited by Shares or SLOVNAFT, a.s., as the Buyer.

The present General Terms and Conditions (hereunder referred to as GTC) shall apply related to LPG purchases, unless otherwise agreed in writing between the Seller and the Buyer in the relevant Contract. Should the Seller send a confirmation with its own terms and conditions, those conditions shall not apply, only in case and to the extent they are explicitly accepted by the Buyer in writing. If there is a discrepancy in text with comparison to GTC, the conditions of the relevant Contract should be applied.

The present GTC contains detailed terms and conditions of LPG purchases on terms of FCA and DAP parities according to GTC Article 3 hereunder, however, if the Parties conclude a purchase contract on another parity, this document can be also applied.

2. Transportation, Packing and Marking

2.1. Transportation - by railway organized by Seller or the Buyer, partial shipment is permitted.

2.2. Packing - in LPG rail tank cars, Seller shall provide the goods with adequate packing assuring their protection against any possible damages during transportation.

2.3. Marking - according to the SMGS rules (in particular Appendix 2 thereof) and RID rules.

2.4. The Buyer only accepts European RTCs for loading/unloading, the equipment of which shall correspond to the basic international transportation and RID regulations. In case the RTCs, that arrive either to the Terminal of MOL Plc., specifically to TIFO (Tiszapalkonya), MPC (Tiszaújváros), Algyő, Danube Refinery (Százhalombatta), Szajol, Zalaegerszeg, Záhony, Hajdúszoboszló Terminals, or to SLOVNAFT, a.s. terminal in Bratislava, do not correspond to the above-mentioned conditions, the Buyer can refuse the acceptance of the RTCs. In this case the renter, operator of the RTC's shall take care and bear the costs of maintenance, repair, defects replacement of the RTCs.

3. Delivery and Shipment Terms

3.1. All nominations on FCA parity according to INCOTERMS 2020 of the International Chamber of Commerce, relating to the delivery of the Product shall, unless otherwise specifically agreed between the Parties, be in accordance with the standard operating terms and procedures applied by the operator of the Loading Terminal. The ownership and risk of the Product shall pass from the Seller to the Buyer at the railway station according to the stamp of the loading terminal.

3.1.1. The Buyer undertakes to send to the Seller the list of empty Rail Tank Cars numbers by latest 3 working days prior to the empty Rail Tank Cars arrival to the agreed loading terminal.

3.1.2. In respect of FCA deliveries, the Buyer's Rail Tank Cars shall be made available by the Buyer to the Seller for a maximum of 72 hours between

3.1.2.1. the time at which the empty Buyer's Rail Tank Cars are made available to the Seller at the Loading Terminal for loading; and

3.1.2.2. the time at which all loaded Buyer's Rail Tank Cars are made available at the Loading Terminal for collection by or on behalf of the Buyer.

Any time in excess thereof shall be charged to the Seller at a rate per day per Rail Tank Car or at the same rate as charged to the Buyer by the Rail Tank Car owner.

3.2. If the Delivery of the Product shall be executed on DAP terms according to INCOTERMS 2020 of the International Chamber of Commerce, with destination of Tiszaújváros, Tiszapalkonya, Algyő, Százhalombatta, Hajdúszoboszló, Szajol, Zalaegerszeg, Záhony and Bratislava railway station, the ownership and risk of the Product shall pass to the Buyer at the railway station according to the stamp of the destination's railways station.

3.2.1. The Buyer undertakes to send to the Seller the shipping instructions necessary for completion columns no. 4, 6, 10, 12 of International Railway Bills (IRWBs) CIMs via e-mail within 3 working days from the signing of the Contract.

3.2.2. The Seller shall notify the Buyer via e-mail regarding the readiness of the Product for dispatch, indicating the total quantity of the Product to be shipped.

3.2.3. The Seller shall provide the Buyer with a shipment notice via e-mail at the earliest opportunity, following the dispatch of the Product, containing the following data:

- number of the Contract
- number of railway tank cars (RTCs) dispatched;
- the identification numbers of RTCs;
- the loaded weight of the Product in each RTC;
- the copy of CIM documents.

3.2.4. To enable the Buyer to complete customs clearance for the non-EU Product, the Seller undertakes to provide the Buyer with the following document via e-mail no later than 3 working days before arrival of RTCs to the destination railway station at Tiszaújváros or Tiszapalkonya or Algyő or Százhalombatta or Hajdúszoboszló or Szajol or Zalaegerszeg or Záhony or Bratislava:

- Seller's Final Customs / Commercial Invoice, which shall contain the Parity and Origin of the Product;
- T1 document;
- Quality Certificates of the Product;
- CIM railway bills;
- EUR.1 Movement certificate/Statement on origin

The purchased products are to be transported in a duty suspension arrangement to tax warehouse/registered consignee or to a place of direct delivery under Article 19 (1) of the Council Directive (EU) 2020/262 of 19 December 2019 laying down the general arrangements for excise duty. The movement of excise goods under a duty suspension arrangement shall end when the consignee has taken delivery of the excise goods into places of delivery under the respective Contract.

- e-AD for deliveries within EU
- (long-term) supplier's declaration

3.3. If the Delivery of the Product shall be effected on DAP Malaszewicze or DAP Braniewo or DAP Terespol basis, Belorussian-Polish cross-border point including the transloading of the Product into Buyer's European RTCs, the ownership and risk to the Product shall pass to the Buyer at the border crossing point according to the stamp of the border railway station of the Belorussian-Polish cross border point in the field 27 of the SMGS railway bill.

3.3.1. The Seller shall inform the Buyer 7 days before the agreed date of arrival of the European RTCs to the border transloading Terminal in Lyschitsy or Malaszewicze or Braniewo or Terespol by sending the dispatch advice with the numbers of the RUS wide-gauge RTCs, its weights and the date of the dispatch from the Production Plant.

3.3.2. The Buyer undertakes to send to the Seller via e-mail the numbers of RTCs to be sent to the transloading Terminal in Lyschitsy or Malaszewicze or Braniewo or Terespol 5 days before the arrival of the Seller's RUS wide-gauge loaded with product RTCs to the given Terminal.

3.3.3. The Buyer undertakes to send to the Seller by e-mail within 3 working days from the signing of the Contract the shipping instructions necessary for completion columns no. 4, 5, 8 of International Railway Bills (IRWBs) SMGS.

3.3.4. The Seller shall submit to the Buyer by e-mail a notice regarding readiness of the Product for shipment from the Terminal in Lyschitsy or Malaszewicze or Braniewo or Terespol in Buyer's EU RTCs indicating total quantity of the Product to be shipped.

3.3.5. The Seller shall submit a shipment notice to the Buyer by e-mail, immediately after dispatching the Product from the Terminal in Lyschitsy or Malaszewicze or Braniewo or Terespol containing the following data:

- transloading protocol stating the number of Buyer's EU railway tank cars (RTCs) dispatched;
- the identification numbers of RTCs;
- the loaded weight of the Product in each RTC;
- the number and the copy of the IRWBs SMGS.

3.3.6. To enable the Buyer to complete necessary customs procedures for the Product, the Seller undertakes to provide the Buyer with the following document in original or by e-mail immediately after the transloading of the Product:

- Seller's Customs / Commercial invoice, which shall contain the Parity and Origin of the Product;
- Transloading protocol for transloading the product from the RUS wide-gauge RTCs into the provided by the Buyer EU RTCs;
- Quality Certificates of the transloaded Product;
- Copies of IRWBs SMGS for the shipment from the Plant in CIS with the seals of the destination Terminal;
- Copies of IRWBs SMGS for the shipment of transloaded product into the Buyer's EU RTCs from the Transloading Terminal in Lyschitsy or in Malaszewicze or in Braniewo or in Terespol.

3.3.7. The date indicated by the carrier's calendar stamp in field 26 on corresponding IRWBs SMGS at loading Terminal in Lyschitsy or in Malaszewicze or in Braniewo or in Terespol, shall be deemed as the shipment date of the lot of the Product when accepting the Product for carriage.

3.3.8. The date indicated by the calendar stamp in field 27 on corresponding IRWBs SMGS by Polish Customs authorities shall be deemed as the delivery date of the consignment.

3.4. The date indicated by the carrier's calendar stamp on corresponding IRWBs CIMs at loading railway station when accepting the Product for carriage, shall be deemed as the shipment date of the lot of the Product.

3.4.1. The date indicated by the calendar stamp on corresponding IRWBs CIMs by Hungarian Customs authorities or the authorized consignee, shall be deemed as the delivery date of consignment.

3.4.2. The Seller should bear following additional cost of manipulation and administration in case of unreasonably stored RTCs at Buyer's site, or in case of inadequacy from RID point of view and broken Seller's wagons:

- 110 €/RTC, one-time RTC handling fee, which includes manipulation, administration, waiting handling fee of waiting for repair RTCs stored on site;
- 50 €/RTC, track occupancy cost (applying for every day spent in MOL depot after 48 hours free of demurrage from error report issuance);
- 300 €/RTC, for outer mantle cleaning cost.

The above fees are exclusive of VAT.

3.5. The Buyer and the Seller agree that in case of the DAP delivery terms, the transport of the goods will be carried out and delivered by the Seller or will be done on its behalf.

4. Delivery - Acceptance of the Product

4.1. The Product is considered as delivered to and accepted by the Buyer as follows:

- *regarding quantity*: according to the net weight indicated in the Protocol issued by the transloading-station, which was issued at MOL Plc's or SLOVNAFT, a.s. or MOL Petrochemicals Private Company Limited by Shares's discharging station, containing the results of measurements performed by MÁV (Hungarian Railway Company) on railway scales certified by the competent Hungarian authority at delivery station. Quantity acceptance shall be based on the weight indicated on respective freight documents, which shall not deviate from the weight drawn up at the destination place by more than +/- 0.5%.
- *regarding quality*: in case the quality meets the specifications set out in Certificates (Passports) issued by producing plant, and result of analysis carried out in laboratory of the transloading station at place of discharging of MOL Plc. or SLOVNAFT, a.s. or MOL Petrochemicals Private Company Limited by Shares to the contracted Specification of Quality indicated in Attachment no. 1 of the respective Contract.

4.2. The Buyer shall submit the Protocol (see p. 4.1.) to the Seller within 3 working days from the date of its preparation.

5. Quality claims

5.1. Claims concerning quality of the Product shall be submitted in writing within 5 working days after establishing the non-conformity of the Product during the transloading procedure, but no later than 20 calendar days from the date of delivery of the Product to MOL Plc's / SLOVNAFT, a.s./ MOL Petrochemicals Private Company Limited by Shares's discharging terminals.

5.2. Date of written notification (including e-mail) regarding essence and the amount of the claim is to be considered the date of the presentation of the claim.

5.3. The quality claim shall be accompanied by justifying documents, issued by laboratory of transloading station.

5.4. Should any dispute arise regarding the quality of the Product, the Parties agree to nominate an independent quality control company, to carry out the inspection, to take samples and to make the necessary analyses. The result of the inspection shall be accepted by the Parties as final and binding.

5.5. If the result confirms, that the quality of the Product is not in conformity with the contractual quality, the Seller shall bear the expenses of the inspection. In this case Buyer shall be entitled:

- to refuse the acceptance of the goods and to claim for its replacement without any additional cost, or
- to negotiate with Seller on a price reduction.

6. Terms of Payment

6.1. If all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, the Seller is entitled to submit an invoice after delivery.

6.2. The Seller shall issue the invoice to the Buyer considering the weight based on railway bills issued at the loading point.

6.3. The Buyer shall settle the value of the invoice via bank transfer, if the invoice fully meets the effective legal requirements, it was issued based on the agreed payment terms indicated in the respective Contract.

6.4. The value of the delivered Product is to be calculated on the basis of the measured quantity in accordance with GTC Article 4.1. The currency of the settlement, invoicing and payment is USD/EUR. The Seller shall send scanned e-mail copy of the invoice immediately after the dispatch to the Buyer, but no later

than 3 working days prior to the due date of payment. In case the Seller does not provide the invoice within the mentioned period, then the due date is automatically extended by the delayed working days, and the Seller is not entitled to charge default interest for such delayed period.

6.5. The invoice shall contain among others the following data:

- Seller's name, address, bank account number;
- Buyer's name, address;
- number of the invoice, number of the Contract;
- name and destination of the Product, measured quantity at loading point;
- country of origin;
- purchase price, currency of the Contract;
- delivery term;
- method and due time of payment;
- date of invoicing.

If the above mentioned requirements are not met, the Buyer considers the invoice as formally defective, and is entitled to return it without performance.

The invoice shall be sent to the following address:

MOL GBS Hungary Ltd, H2443, Százhalombatta, PO Box 31/A

If the invoice does not comply with the provisions of the Contract or other provisions defined as precondition of payment are not fulfilled, the Buyer shall call upon the other Party in writing to correct the defects. In this case the payment deadline specified in the Contract shall start on the date when the defects have been fully corrected.

The original document acknowledging performance (delivery note signed by both parties) shall be attached to the invoice and furthermore the SAP MM order number shall be indicated on the submitted invoice.

In the case of EU purchase:

The purchase price does not include VAT. According to the reverse charge mechanism Buyer shall pay the tax on the basis of Article 138 of 2006/112 EC. Invoices issued by Seller shall meet the requirements defined in Article 219a-240 of 2006/112/EC Directive.

The expenses of the sending bank shall be borne by Buyer, and the expenses charged by any other banks (correspondent or beneficiary) participating in the transaction shall be borne by Seller.

In the case of import from outside of EU:

The purchase price does not include VAT. All bank expenses connected to the transaction shall be borne by the Buyer.

6.6. The following documents shall be considered as fulfilment certifying document to the invoice and/or Product:

- To be provided by the Seller: dispatch advice, SMGS railway bills and quality certificate accompany the wagons and are received at the place of discharge
- To be provided by the Buyer: weighting protocol, issued by the delivery terminal

6.7. If the last day provided for performance falls on a holiday or a bank holiday, the Buyer is entitled to perform on the next working day.

6.8. The Buyer's payment obligation shall be considered fulfilled on the date its bank account is debited.

6.9. Should the Party having payment obligation under the Contract fail to settle any amount due to the other Party at the due date, it is regarded as late payment. The Buyer shall pay a default interest within 30 days following the receipt of scanned debit note issued by the Seller on the overdue amount for the period of the delay, i.e.. from the due date up to the date of actual payment the rate of which is 1 month SOFR or 1 month EURIBOR valid on the first workday of the month when the Buyer's falls in delay.

The default interest shall be calculated on the basis of the number of days actually elapsed and a year of 360 days.

The default interest shall be paid in the same currency as the currency of the overdue amount set out in the payment terms of the agreement.

6.10. The Buyer shall bear the charges of the Buyer's bank, while any additional costs imposed by any other (corresponding and beneficiary) banks involved in the transaction shall be borne by the Seller.

6.11. The Seller acknowledges that once the Buyer identifies overdue receivables towards the Seller, the Buyer is entitled to set off these receivables against its payables towards the Seller with prior written notice to the Seller.

7. Force majeure

It is not qualified as breach of Contract, if one of the Parties cannot perform its contractual obligations due to reasons beyond the control of any of the Parties (force majeure). Circumstances to be considered as force majeure shall mean unforeseen events that cannot be prevented by human efforts (e.g. war, nation-wide strike, earthquake, flood, fires, terrorist attack, etc.), do not depend on the intention of the Parties and directly hamper the given party's ability to perform its contractual obligations.

Upon request of the other contracting Party, the affected Party shall present a certificate on the occurrence of force majeure issued by authorities or by the interest representation organization of the originating country.

Unless otherwise agreed by the Parties in writing, contractual deadlines shall be extended in proportion to the duration of force majeure.

If the period of force majeure exceeds 30 days, the Parties shall conduct negotiations on the possible amendment of the Contract. If such negotiations are not successful within 10 days, either of the Parties is entitled to terminate the Contract even if it is not entitled to do so pursuant to governing law or the Contract and the Parties shall without delay, settle accounts with one another as stated for the termination of the Contract, in accordance with the rules applicable to subsequent impossibility.

The Parties shall, without any delay, notify one another of the threat or the occurrence of any Force majeure situation and its expected duration. The damages deriving from late notification of the threat or the occurrence of force majeure shall be borne by the Party liable for such late notification.

8. Applicable law

The Parties agree that all issues covered by the Contract – including the validity of the Contract, the contractual provisions, declarations, agreements and obligations – shall be governed by the laws of Hungary in case MOL Plc. or MOL Petrochemicals Private Company Limited by Shares is the contracting party, and they shall be governed by the laws of Slovakia in case SLOVNAFT, a.s. is the contracting party, and by excluding the conflicting rules of the respective law.

9. Court clause

Should a dispute arise between the Parties out of or in connection with the deliveries under the Contract and the present GTC, including any breach, termination, validity or interpretation thereof, which cannot be amicably resolved within 30 days, such dispute shall be exclusively and finally settled by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry (Budapest) in accordance with its own Rules of Proceedings. The number of the arbitrators shall be three. The language shall be English. The award shall be final and binding upon the Parties.

10. Non-disclosure and confidentiality clause

The Parties agree that all data, facts – in particular, but not limited to the existence of the Contract and its contents – associated with the other Party and its activities received or obtained at any time, in any manner by one Party in connection with the conclusion and performance of the Contract, shall be considered as a business secret (confidential information) and as such, it shall not be disclosed or made accessible to third parties or be used for purposes other than performing the Contract.

This provision shall not apply to the information handed over to MOL Group members. The fulfilment of the confidentiality obligation of MOL Group members is ensured by the MOL Plc. / SLOVNAFT, a.s. / MOL Petrochemicals Private Company Limited by Shares.

This provision shall not apply to the information to be disclosed by MOL Plc./SLOVNAFT, a.s./ MOL Petrochemicals Private Company Limited by Shares to third parties providing finance-accounting, legal, HR, insurance, additional financial or debt collection services for MOL Plc./SLOVNAFT, a.s./ MOL Petrochemicals Private Company Limited by Shares upon Contract, and to the assignee in respect of the information necessary for the execution and performance of the assignment agreement in case of assignment of claims arising from the Contract by MOL Plc./SLOVNAFT, a.s./ MOL Petrochemicals Private Company Limited by Shares, furthermore to a third party if the Contract requires the providing a financial security and the information is necessary for the execution and performance of the agreements that are connected to the required security.

The obligation of non-disclosure shall not apply to information which:

- (i.) is in the public domain, or – due to a reason other than the act or omission of the receiving Party – subsequently becomes publicly known, or
- (ii.) was provably in the possession of the receiving Party prior to the effective date of the Contract, or
- (iii.) the receiving Party acquired from a third party who is not under a confidentiality obligation vis-à-vis the Party concerned by such information, or
- (iv.) is to be made public or disclosed pursuant to the law, stock exchange regulation or authority order, to the extent such disclosure is legally required.

The termination of the Contract for whatever reason shall not affect the present confidentiality obligation, which shall expire 5 years from the date of termination.

11. Termination

If the Contract is concluded for indefinite period or for more than one-year period, either of the Parties shall be entitled to terminate the Contract in writing with a notice period of 30 days without specifying the reasons thereof.

The termination notice shall be handed over in person or sent by courier or a letter with certificate of delivery to the Contracting Party.

In case of termination the Parties shall settle with one another all services and the contractual countervalue thereof, performed until the day of termination.

The Buyer shall be entitled to terminate the Contract in writing even with immediate effect and without liability for indemnification, in the following cases:

- a) if Seller and/or any person acting on behalf or as a representative of the same materially violates the provisions of the Business Partner Code of Ethics of MOL Group, or
- b) if Seller and/or any person acting on behalf or as a representative of it violates the provisions of the HSE Regulations applicable within the territory of Buyer, or
- c) if Seller violates its non-disclosure obligations undertaken in the Contract, or
- d) if statement or behaviour/action of Seller damages Buyer's reputation, business trustworthiness, or
- e) if Seller fails to deliver in due time set out in the Contract, or
- f) if Seller repeatedly or materially violates its contractual obligations not referred to above, or
- g) if Seller has a debt outstanding for more than 30 days against any member of the MOL Group the sum of which is at least EUR 1000 per any member of the MOL Group or the aggregate of all its debts outstanding for more than 30 days against the members of the MOL Group equals to or exceeds EUR 10,000 (in case any debt is outstanding in a currency other than EUR, such debt has to be converted on the rate of European Central Bank for such exchange / EUR (ECB fixing), or
- h) if Seller is insolvent or a petition for liquidation is filed against it.

The letter on termination shall be delivered in person, by a courier or by sending a letter with certificate of delivery to Seller.

In the event of termination of the Contract for cause by the Buyer, the Parties shall settle with one another all services performed and the contractual countervalue paid – including the breach of Contract and its consequences – until the day when the termination becomes effective.

In the event of termination of the Contract for cause by the Seller, the Buyer reserves the right to enforce its rights arising from breach of Contract, including the right of being indemnified.

12. Trade control and economic sanctions

12.1. Definitions

- a) "Sanctioned person" means any person or entity listed on any of the lists of specially designated persons or entities maintained by a sanctioning body, each as amended, supplemented or substituted from time to time.
- b) "Sanctions" means any laws, regulations in relation to economic or financial sanctions or trade embargoes that are relevant to the Contract which are imposed, administered or enforced from time to time by any sanctioning body.
- c) "Sanctioning body" means the following: (i) the United States of America; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; and (v) any other country with jurisdiction over a party (or a member of a party's group) or the transactions subject to the Contract.

12.2. Neither party shall be obliged to perform any obligation otherwise required by this Contract if it would be in violation of, inconsistent with, or expose such party to any investigation or punitive measures under any sanctions.

12.3. The Parties warrant that the subject of the Contract, as well as any further transaction between any of the Parties and third parties regarding the subject of the Contract, furthermore the representatives involved in the Contract are not subject to any type of trade restrictions (included but not limited to punitive measures, sanctions under any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of the European Union, any EU member state, the United Nations, the United Kingdom or the United States of America applicable to the parties relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws, hereinafter: Trade Restrictions). Parties in any event agree to hold the other Party harmless from any losses, costs, damages, fines and/or other penalties incurred as a result of the breach of this warranty. Party breaching this warranty shall provide compensation for further losses caused in the obligee's property as a consequence of breaching Trade Restrictions. Neither party shall be obliged to perform any obligation otherwise required by the Contract (including without limitation an obligation to perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity), if this would be in violation of Trade Restrictions.

12.4. Each Party represents and warrants to the other on entering into the Contract that the execution, delivery and performance of the Contract does not violate or conflict with any law or regulation applicable to it (including without limitation any sanctions). In particular:

12.4.1. The Seller represents and warrants that each entity within Seller's group, that throughout the duration of the Contract it is not a sanctioned person and it is not owned or controlled by, or acting for or on behalf of a person, government, entity or individual that is a sanctioned person and undertakes immediately to notify the other party in writing if this status changes.

12.5. The Seller represents and warrants that, immediately before and at the time of delivery to the Buyer of the Product and at the time of any payment by the Buyer for the Product:

- (a) no sanctioned person has any property interest in the Product nor will any sanctioned person have any participation in
- (b) the Product does not originate in and has not been exported or sourced from or produced by any location, facility or entity that is the subject of sanctions prohibiting or restricting the export of the product
- (c) the Product has not been obtained from any person in breach of sanctions.
- (d) if, in the reasonable judgement of buyer, Seller is in breach of any of the above representations, warranties or undertakings:
 - (i) the Buyer may terminate the Contract upon written notice to Seller;
 - (ii) the Seller agrees to indemnify and hold harmless buyer for all its costs and losses arising therefrom, including but not limited to any indirect or consequential losses and/or liabilities;

12.6. The Seller and the Buyer warrant that in connection with the Contract under the present GTC they will each respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders of the European Union and the United States of America relating to anti-bribery and anti-money laundering.

Both, Seller and Buyer represent, warrant and undertake to the other that they shall not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to:

- a) government official or an officer or employee of a government or any department, agency or instrumentality of any government;
- b) an officer or employee of a public international organization;
- c) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
- d) any political party or official thereof, or any candidate for political office;
- e) any director, officer, employee or agent/representative of an actual or prospective counterparty, seller or buyer of Buyer or Seller;
- f) or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
- g) engage in other acts or transactions.

12.7. The Parties shall comply with the rules of the Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as: General Data Protection Regulation or GDPR) when processing personal data.

According to this Contract both Parties shall be deemed as data controllers concerning the personal data of contact persons in the Contract. Parties process the following contact data: name, e-mail address, telephone number, signature.

The Parties declare having the legal basis for the data transfer and the transfer must be based on prior information available to the data subject. The privacy notice shall contain the elements required by the GDPR.

Based on the request of any Party the other Party shall demonstrate the privacy notice together with the data transfer or any time after it.

13. Invalidity

Should any provision of this agreement become void or invalid, it does not affect the validity of the other provisions and the Contract itself, unless the Parties would not have concluded the agreement without the provision proved to be void or invalid.

14. Amendment of Contract

The Contract concluded in writing may also be amended in writing in paper form only, unless the Parties agree in the Contract to amend it in electronic form. Change of company registration data, including change of company name, registered seat, representative, bank and bank account number, organisation responsible for the conclusion and performance of the Contract and change of contact persons, shall not qualify as amendment of the Contract. Such changes shall, depending on circumstances of the given case, be communicated by the affected Party to the other Party in writing 10 days in advance or 10 days following the occurrence (registration) of the change.

15. Miscellaneous

15.1. The Contract constitutes the full agreement between the Parties regarding the subject matter of the Contract. By concluding the Contract all prior negotiations made by the Parties either verbally or in writing and respectively all their prior agreements having the same subject matter are hereby repealed. Those customs which the Parties applied before in their business relation and those practices they evolved within each other do not form part of the Contract; nor do any of those customs which are known widely and commonly and are regularly used by Parties of similar contracts in the given business.

15.2. The Buyer is entitled to transfer/assign the Contract in whole or in part or specific rights, obligations or claims arising from the Contract to a third party, with the prior notice of the Seller. By signing the Contract, the Seller irrevocably consents to any such transfer/assignment.

16. Reference

Buyer is entitled to refer to the Contract or its cooperation with Seller, if a third party explicitly requests this during a call for tender, public procurement process or contract negotiations. Without having an explicit written consent from Seller, the Buyer is only entitled to disclose the existence, and the subject of the Contract (with disclosing the volume of goods or services pertaining to the subject matter of the Contract) to the third party.

17. Notices

If the Contract prescribes that a legal statement shall be delivered by sending a letter with certificate of delivery, and the addressee does not take over such mail with recorded delivery sent to its delivery address defined in the Contract or in lack of this to its registered seat for any reason, the delivery of the mail has to be attempted again. If the repeated delivery proves to be unsuccessful, the mail qualifies as delivered within 5 days from the repeated posting.

The Parties agree that they inform each other on the information related to the performance of the Contract (including the issuance and acceptance of calls and orders on the basis of the Contract, except for the performance certificate) via electronic mailing system.

For lack of receipt confirmation, notifications sent electronically via e-mail by the Contact persons shall be considered as delivered one business day after being sent.

The Parties are not entitled to refer in front of any court or authority to that the e-mails created pursuant to the provisions of the Contract are not in line with the formal requirements of written documents made in the name of the company, unless it was provably applied with a fraudulent or other unlawful intention.

In case of a dispute regarding the identity of the sender or the content of an e-mail, the sending Party shall evidence that the mail was not sent by the person indicated as sender or that it was sent with a content different from the delivered one.

The Parties declare that they consider the e-mail system to be applied secure and appropriate at the time of signing of the Contract and also undertake to inform the other Party without delay on the fact or information that the security of the system is threatened. The Parties are liable for any damage arising from their late notification.

The Parties agree that the electronic mail (e-mail) shall only be considered an official means of communication if it is explicitly allowed by the Contract. The Parties further stipulate that the Contract shall not be amended or terminated via electronic mail, only in form of an official Contract Amendment.

18. Acceptance of Business Partner Code of Ethics

By the execution of the Contract, the Seller certifies that it has reached the MOL Group Business Partner Code of Ethics on <https://molgroup.info/en>, it has studied and understood what has been stipulated therein and agrees to be subject to the obligations deriving therefrom.

19. MOL Group

MOL Group – means MOL Plc. and those companies wherein on supreme body MOL Plc, directly or indirectly, bears more than 50% of votes or where MOL Plc., directly or indirectly, exercises majority ownership or otherwise controlling rights based on a Contract concluded with the other owner(s).

20. REACH clause

Seller warrants to fulfil all compulsory obligations as prescribed in Regulation No. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter: "REACH Regulation") and/or Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labelling and Packaging of Substances and Mixtures (hereinafter: "CLP Regulation"), in line with the applicable deadlines set out in the REACH regulation and the CLP Regulation. Seller shall supply product(s) to Buyer only in compliance with REACH Regulation and CLP Regulation. Seller has provided a written declaration on information concerning REACH Regulation and CLP Regulation in connection

with the product(s), Parties shall enclose the declaration to the Contract as Appendix 2. Seller shall notify Buyer on any changes in the data written in the declaration while the Contract is in effect.

Seller shall enclose the Safety Data Sheet to the Contract or to any confirmation of purchase Orders. The Safety Data Sheet shall include the registration number and meet all provisions of the REACH Regulation and shall form an integral and inseparable part of the Contract. If the Contract is placed before the registration deadline as set forth in the REACH Regulation in respect of the products(s) supplied on the basis of the Contract, Seller warrants to send the registration number to Buyer immediately after the registration is completed.

If, due to any reasons, obligations of Seller deriving from REACH Regulation and CLP Regulation are not fulfilled as set out in the REACH Regulation and CLP Regulation, the performance shall not be deemed as being in conformity with the Contract, and (without prejudice to other rights) Buyer shall be entitled to refuse the acceptance of the product and/or to terminate (cancel) the Contract with immediate effect, and Seller shall be liable for all damages caused to the Buyer. This includes also the reimbursement of damages caused by providing false information on the Safety Data Sheet.

In case Buyer terminates or cancels the Contract with immediate effect with the cause of breaching the above obligations arising out of REACH Regulation and/or CLP Regulation, Seller shall transport all products from Buyer, which were previously delivered to Buyer and which do not fulfil all requirements of REACH Regulation or CLP Regulation. Seller shall also reimburse all costs incurred by Buyer in relation with such products, including but not limited to delivery and storage costs.