

## PRODUCT SPECIFIC CONTRACTUAL TERMS AND CONDITIONS FOR CHEMICAL PRODUCTS

### IN GENERAL

The Product Specific Contractual Terms and Conditions (PSCT) is valid for all MOL chemical products (**Aliphatic, Aromatic products, MA**) to be sold outside Hungary.

The current PSCT shall be applicable together with the valid GT&C.

The GT&C and PSCT shall form integral part of the Contracts.

The present GT&C and PSCT are available on MOL's website ( <https://molgroup.info/en/products-and-services/general-terms-and-conditions> ) in printable version.

For actual HSE requirements including PPE to be used please see:

<https://molgroup.info/en/about-mol-group/supplier-center/hse-appendix-of-contracts>; attachments HSE GP1 MOL8 m04v4 -road; HSE GP1 MOL8 m05v4-rail. Exceptions shall be indicated separately.

### PLACING ORDER, TIME OF DISPATCH

1. Concerning the time of dispatch, the Parties' written, mutual consent shall be considered as authoritative.
2. Buyer shall order in written form (preferably via purchase order sheet/via email) the quantity of the Product corresponding to the whole loading volume of one or more railway train or road truck:
  - In case of railway delivery: minimum 10 days before the required loading/dispatch date
  - In case of road delivery: minimum 3 days before the required loading/delivery date
3. The orders shall contain the following information: name and code number – if any - of the Product, quality, quantity, destination of the Product, consignee of the delivery, required delivery date, delivery instruction, excise number and excise license document in case of new consignees as well as tax number.

Additionally

- in case of **road delivery** in Buyer's road truck: name of the carrier and identification number of the vehicle;
  - in case of **rail delivery** in Buyer's RTCs: name of the carrier and the list of RTC IDs.
4. Seller shall send a dispatch advice containing the date of dispatch, the weight of the goods delivered and the identification- number or name – of the vehicle, no later than on the first working day after dispatch of the Product.
  5. Precondition of fulfilling orders with advance payment conditions is that the amount of the advance has been credited on the bank account of the Seller specified in the relevant Contract:
    - 1 day before dispatch/delivery date in case of **road/rail delivery** in Buyer's road/ rail tank car
    - 2 days before dispatch/delivery date in case of road/rail delivery in Seller's road/ rail tank car

**If the confirmed deliveries are postponed due to non-performance of above conditions, Seller is entitled to re-allocate the availability of the Product and charge the cost emerging from late delivery cancellation in case of deliveries in Seller's road/rail tank car.**

## REGULATIONS

REACH clause for all Products except Benzene can be found in the GT&C.

### REACH clause for Benzene:

- a. The Parties ascertain that the Product (substance, article, mixture) subject to the contract is in scope of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter: REACH Regulation). The Buyer declares that it is aware of the provisions of the REACH Regulation and undertakes to fully comply with the provisions concerning him. Parties agree to cooperate in every respect to fulfil the requirements included in REACH Regulation.
- b. The Buyer acknowledges that the Manufacturer or Importer of the Product has submitted a registration request for the Product subject to the contract in accordance with the REACH Regulation for the uses specified in the List of Identified Uses, accordingly the Product has been registered for these uses. The List of Identified Uses is attached to the Use Declaration of Buyer as Appendix to the contract. MOL sells the Product for the uses mentioned above. By signing the Use Declaration of the Buyer attached to the contract the Buyer confirms that it takes over the Product for a use covered by these uses.
- c. The Buyer acknowledges that MOL has prepared the Safety Data Sheet ("SDS") of the Product according to the REACH Regulation and with respect to the Identified Uses.

The Buyer confirms that he has received the Safety Data Sheet (SDS) of the Product in printed or electronic form, he has studied and understood the information included therein and will proceed in compliance with that and the provisions of REACH Regulation during the use or possible resell of the Product.

Parties agree that if the SDS is updated, MOL will send the new, dated version of the SDS to the Buyer in electronic form (via e-mail attached, via a link provided in e-mail or on data medium).

The Buyer by signing the Contract declares that it acknowledges the above written means of electronic transmission as appropriate transmission means in accordance with Article 31 (9) of the REACH Regulation.

The Product was registered as an isolated transported intermediate; therefore, the Buyer has to declare that the synthesis of other Product(s), from the Product subject to the Contract, is made under Strictly Controlled Conditions as defined in REACH Regulation. The concerning written declaration (hereinafter: SCC Confirmation) is being attached to the Contract as Appendix. In case of any change in the conditions included in the SCC Confirmation, the Buyer shall inform MOL immediately.

In the absence of the required SCC Confirmation, MOL is entitled to refuse delivering the Product until the required and valid SCC Confirmation is received and/or MOL is entitled to terminate the Contract with immediate effect.