



General Terms and Conditions (GT&C) for MOL Plc. Biocomponent Procurement

Valid from 6th of April, 2023

Preamble

The present GT&C is available on the MOL Plc's website (www.mol.hu) in printable version. The present GT&C can be obtained in a pdf form upon request. The present GT&C is valid from 6st April, 2023.

The terms and conditions of the present GT&C is an inseparable content of the Delivery Contract or - in case of a spot transaction - the Confirmation of the Order (together further " Contract") concluded between MOL Plc. as Buyer and its Sellers for deliveries of bio components and bio-component feedstock.

The present GT&C is also applied in the absence of written and signed document between the Parties, if any other agreement of the Parties about the deliveries exists or if MOL Plc. started the purchases.

The present GT&C can be modified by MOL Plc. unilaterally. The Seller has to be informed about the modification before the planned amendments become effective. If the Seller has no written objection against to the modification within 15 days it is regarded as accepted.

If Seller disagrees with the changes, he shall notify MOL Plc. thereof within 15 days following the day of effectiveness of the changes. In such case, unless otherwise agreed by the Parties, Seller and Buyer shall terminate the Contract concerned either individually or by mutual agreement and shall settle their mutual claims.

The GT&C of the Seller is not applied in respect of the deliveries covered by the present GT&C.

In case of discrepancy between the rules of the present GT&C and the signed Contract, the signed document is prevailing.

Definitions

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).

Ptk.– means the Hungarian Civil Code (Act V of 2013 on the Civil Code)

Seller – Contracting Party supplying bio components and bio-component feedstock for MOL Plc.

Buyer – MOL Plc.

Parties – jointly mentioned Buyer and Seller.

Confirmation of the Order – document signed by both Parties covering a spot transaction, where the Buyer is sending an order under the present GT&C and in case of its acceptance by the Seller by sending back the Confirmation of the Order, the Contract is regarded as concluded

Delivery Contract – document signed by both Parties, containing the agreed business terms and conditions. The deliveries are generated under the delivery contract by Orders.

Order – shall mean an individual document sent by Buyer for ordering the performance (or partial performance) under the concluded Delivery Contract. Seller shall be obliged to completely perform the Order in accordance with the terms and conditions of the Delivery Contract.

Product – means fuel ethanol meeting the EN 15376 technical standard, which may be requested by Buyer as either undenatured (CN code: 22071000) or denatured with minimum 1 m/m% ETBE (CN code: 22072000), or FAME (fatty acid methyl ester) / UCOME(used cooking oil methyl ester) / 2G FAME(advanced fatty acid methyl ester) meeting the EN 14214:2012 technical standard (CN-code: 38260010), or bio-methanol (CN code: 29051100), or animal fat category I./II./III. (CN codes: 1518 0095 or 1506 0000 or other falling under Chapter 15 of COMMISSION IMPLEMENTING REGULATION (EU) 2020/1577), or vegoil (CN-code: 15141910,15121910), or POME (CN code: 15162098), or CSNL(CN code: 38249992)

Purchase Price – means the net amount without VAT – to be paid as counter value



Proof of Sustainability (PoS)- shall mean a document issued by Seller for demonstrating the verification of compliance of sustainability, traceability and greenhouse gas emission saving criteria in accordance with the relevant legal requirements set by RED-II.

RED-II Directive- (Renewable Energy Directive – II) - Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources

1. General commercial terms

1.1 Ordering Procedure under the Delivery Contract

Buyer shall place Orders (with refer to the Delivery Contract) with Seller for the supply of Products via e-mail.

The Orders must stipulate the following main particulars:

- Product and quantity to be delivered,
- terms of delivery as specified in the Delivery Contract
- delivery deadline,
- mode of transportation and packing,
- delivery address,
- Purchase Price,
- invoice,
- invoicing address,
- instructions in respect of the types and content of the documents to accompany the Product,
- SAP order number of the Buyer.

The Parties agree that the Orders shall be applied with due observation of the Delivery Contract and the contents of the Delivery Contract shall become a part of the Orders without any additional stipulations. Should the Buyer and the Seller wish to deviate from the provisions laid down in the Delivery Contract or the GTC upon mutual agreement, such deviations shall be explicitly stipulated in the Orders.

Seller is bound to deliver the Product to the Buyer until the delivery deadline specified in the Order. The Orders are to be confirmed by Seller within maximum 3 working days of receipt thereof, indicating the identification number of the Order. Both the Orders and their confirmations shall be regarded as valid and acceptable if received by e-mail or fax by the Parties.

Should the Seller fail to confirm the Order or fail to propose a supply with deviating data (like delivery dates) within the time period specified above, the Parties regard the Order, with its content and the delivery time included in it, as confirmed.

1.2 Excise Movement and Control System

The EMCS (Excise Movement and Control System) system is to be applied for controlling the movement of excise goods under suspension of excise duties within the EU. The Buyer/consignee shall supply Seller with all required data before starting the deliveries in the EMCS system in order to enable the Seller to fulfil the excise law requirements.

In accordance with COUNCIL DIRECTIVE (EU) 2020/262 the Product can be dispatched from Seller only if the consignee is presented as tax warehouse or registered consignee in the SEED system (System for Exchange of Excise Data System).

The Parties declare that, in respect of deliveries of excise products with tax suspension, they observe the regulations included by COUNCIL DIRECTIVE (EU) 2020/262 of the Council and of COMMISSION DELEGATED REGULATION (EU) 2022/1636.

1.3 Delivery rules

The Buyer shall acquire the ownership rights to the Product and the right of disposition over the Product as soon as the shipment reaches the delivery point (in accordance with the relevant Incoterms).

Deliveries shall be affected in transportation facilities owned or leased by the Seller except if agreed by the Parties otherwise. All cost and risk arising in connection with the transportation of the Product from the place of dispatch



to the place of destination/delivery address shall be borne by the Seller, except for FCA/FOB deals. The risk of deterioration in quality or loss of quantity will be transferred from the Seller to the Buyer upon receipt of the Product by the Buyer from the Seller or Seller's forwarder on the place of destination, except for FCA/FOB deals. Each shipment shall be accompanied by the following documents:

- Delivery note in which the following data shall be included:
 - Name and address of the Seller,
 - Number of the Order,
 - Country of origin,
 - Full delivery address,
 - Gross and net weight of the shipment,
 - Identification number of the transport vehicle,
- Manufacturer's test certificate made out for each shipment,
- Sustainability certificate made out for each shipment.

Latest on the date of dispatch the Seller shall notify the Buyer's representative by e-mail or telefax on the

- identification numbers of transport vehicle,
- date of dispatch of the Product,
- expected date arrival of the Products to the delivery address, gross and net weight of the shipment.

1.4 Takeover procedure - Handling of quantity and quality claims

The Buyer is obliged to control the quantity and quality of the Product upon arrival to ascertain whether it meets the contracted terms and specifications.

Sampling procedure:

Sample obtained with an apparatus which accumulates the sample while passing in one direction only through the total liquid height, excluding any free water.

Number of samples:

Lot size (pieces)	Number of Samples (pieces)
2-8	2
9-15	3
16-25	5
26-50	8
51-90	13
91-150	20
151-280	32

1.4.1 Takeover by quantity

Takeover and accounting/invoicing shall be affected on the basis of the weight measured at the place of destination/or loading, except for pipeline transport where the accounting/invoicing base is the quantity measured by Buyer's flowmeter, indicated in the measuring protocol. Transport mode is indicated in the Contract In case of quantity deficiency identified before unloading the following procedure shall be followed:

Should the safety seal of any of the transport vehicles be missing or damaged or any of the transport vehicles otherwise be damaged or the weighing at the place of destination reveals quantity shortage, the Buyer shall, within three working days, notify the Seller in writing thereof for further investigation.

Should the difference between the loading weight and the weight measured by the Buyer exceed 0.3% a further investigation shall be carried out with the involvement of an independent third party expert/inspector. Such



independent third party expert/inspector's position shall be considered as decisive and shall be accepted by the Parties.

Costs arising on account of involvement of the independent third party expert shall be borne by the party whose claims are not justified. In case of Buyer's justified quantity claims Seller shall remedy the defective performance within 15 working days.

1.4.2 Takeover by quality

Upon arrival at the place of destination the Buyer shall check the Product delivered for quality and report any noticed defects duly detailed in writing. In case of pipeline transport the quality certificate is checked by Buyer before the supply starts.

The Seller shall declare in writing acceptance of the Buyer's quality claims within 2 working days following receipt thereof. Method of any subsequent sampling and testing with the objective of investigating Buyer's quality claims shall be agreed by the Parties.

Should the investigation of complaint not lead to the settlement thereof, the Parties shall involve an independent third party expert/laboratory with the proper accreditation in the investigation. Such independent third party expert's position shall be considered as decisive and shall be accepted by the Parties.

Costs arising on account of involvement of the independent third party expert shall be borne by the party whose claims are not justified. In case of Buyer's justified quality claims Seller shall remedy the defective performance within 15 working days.

2. Invoicing and payment terms

2.1 Unit price

2.1.1 In case of parties within the territory of the EU

The purchase price does not include VAT. According to the reverse charge mechanism MOL Plc. shall pay the tax on the basis of Article 194 and 196 of 2006/112 EC. Invoices issued by Seller shall meet the requirements defined in Article 219a-240 of 2006/112/EC Directive.

Seller declares that it does not have permanent establishment on the territory of Hungary according to the Council Implementing Regulation EU 282/2011.

If Seller has a Hungarian tax number or is deemed to be located in Hungary, it is not concerned in the present transaction.

2.1.2 In case of domestic parties

The amount of recharged VAT shall be indicated in HUF as well on the invoice by Seller according to Section 80 and 172 of the Act CXXXVII of 2007 on VAT.

2.1.3 Common rules

The agreed unit price calculation methodology and the currency of the settlement is included in the Contract. The Parties agree that in case of any change in the delivery deadline of the confirmed Order by Seller, resulting in shift of the delivery to another delivery month, due to any reason not attributable to Buyer, the basis of the unit price calculation (i.e. value of the FORMULA) is determined according to the first confirmed delivery deadline, unless otherwise agreed in writing by the Parties.

2.2 Invoicing

If all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, Seller is entitled to issue and submit an invoice after each delivery within 8 days after performance.



2.3 Content requirements of the invoice

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. If the above mentioned requirement is not met MOL Plc. considers the invoice as formally defective and is entitled to return it without performance. If the invoice does not comply with the provisions of the Contractor other provisions defined as precondition of payment are not fulfilled, 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.

2.4 Payment conditions

Buyer shall settle the value of the invoice via bank transfer, if such invoice fully meets the effective legal requirements, (in case of domestic partner: including the requirements for online invoice data reporting obligation levied in Point 1-5 of the Annex 10 of the Hungarian Act CXXXVII of 2007 on VAT), as agreed in the Contract.

In case of original paper based invoices Seller shall send the invoice issued for MOL Plc. to the invoicing address (postal address) of Buyer:

MOL GBS Magyarország Kft
Szállítói Folyószámlák / Accounts Payable
H-2443 Százhalombatta, P.O.B 31

The invoice shall arrive to the invoicing address of MOL Plc. within 5 days from the issuance thereof. In case the invoice arrives after 5 days Seller is not entitled to charge default interest for the period between the date of issuance and the date of receipt.

If parties agree on electronic invoicing the invoice shall be issued electronically, in accordance with the relevant and valid laws, as electronic invoice (e-invoice).

The rules applicable to the submission of an e-invoice, the prerequisites of e-invoice acceptance, and the e-mail address for receiving e-invoice are included in Appendix 1 of the GT&C.

If the last day provided for performance is a holiday or a bank holiday MOL Plc. is entitled to perform on the next working day.

Buyer's payment obligation shall be deemed as performed on the day its bank account has been debited.

2.5 Bank expenses

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

2.6 Default interest

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. For the period of the payment delay that is from the first day of the delay to the day of actual payment of the amount overdue the defaulting party shall pay default interest the rate of which shall be the reference interest rate + 8%.

Reference interest rate is the 1-month interbank rate of the currency of the overdue amount as set out in the payment terms of the Contract, quoted on the first workday of the month when the defaulting party falls in delay. The party in delay shall pay the accumulated default interest to the other party in 8 days upon receipt of the demand letter. The default interest shall be calculated by the Parties on the basis of the actual number of days of the delay and considering 360 days per year.



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

2.7 Overdue liabilities

If Seller has any matured obligation towards MOL Plc., MOL Plc. is entitled to offset the overdue liability of Seller against any payment obligations deriving from the Contract or other legal relation, and to inform Seller there of simultaneously.

2.8 General conditions of penalty payment

Customer may enforce the amount of the penalty (in case of spot deal promptly, in case of long term contractual agreement after the expiry date) in a separate demand letter that shall be paid by the Seller. The acknowledgement of a performance that is not in conformity with the contract does not mean a waiver of other claims originating from the breach of the contract. via bank transfer within 15 days of the receipt thereof.

3 Legal

3.1 Termination for cause

Buyer has the right 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 MOL Plc., or
- c) if Seller violates its non-disclosure obligations undertaken in the Delivery Contract, or
- d) if statement or behavior/action of Seller damages Buyer's reputation, business trustworthiness, or e) if Seller fails to deliver in due time 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 case of termination the Contract for cause by Buyer, Parties shall settle with one another all services performed and the contractual counter value paid – including the breach of contract and its consequences – until the day when the termination becomes effective.

In case of termination the Contract for cause MOL Plc. reserves the right to enforce its rights arising from breach of contract, including the right of being indemnified.

If the Seller breaches any of its fundamental obligations outlined in the Contract (included but not limited: undertaken quantity to sell, delivery date, guaranteed quality, etc.) MOL Plc. is entitled to claim all its damages (direct and indirect) arisen from its fundamental breach of contract.

3.2 Acceptance of Business Partner Code of Ethics

By signing the Contract, the Seller certifies that it has reached the Business Partner Code of Ethics of MOL Group on www.mol.hu, it has studied and understood what has been stipulated therein, expresses its consent to



be bound by the obligations deriving therefrom and when performing the Contract Seller may not refer to the lack of knowledge of these requirements.

3.3 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, organization 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.

3.4 Force Majeure

It is not qualified as breach of contract, if any/either of the contracting 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, earthquake, flood, fires, terrorist attack, diseases etc.), are beyond the control of the Parties and directly hamper the given party's ability to perform its contractual obligations.

The 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 shall be entitled to terminate the Contract with immediate effect, even if it would otherwise not be entitled to do so pursuant to the governing law or the Contract, furthermore 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 contracting Parties shall, without any delay, notify one another in writing of the threat or the occurrence of any force majeure situation and its expected duration. 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.

3.5 Non-disclosure clause

Parties agree that all data, facts – in particular, but not limited to the existence of the Contract, the GTC 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 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 Buyer.

This provision shall not apply to the information to be disclosed by Buyer to third parties providing financeaccounting, legal, HR, insurance, additional financial or debt collection services for Buyer 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 Delivery contract by MOL Plc., 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 confidentiality obligation, which shall expire 2 years from the date of termination.

3.6 Notifications

3.6.1 Notification by a letter with certificate of delivery

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 present 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 (five) days from the repeated posting.

3.6.2 Notification via electronic mail (e-mail)

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, which shall be provided in hard copy) via electronic mailing system.

Contact details of the contact persons during the performance of the Contract of MOL Plc. and Seller are included in Contract.

For lack of confirmation of the receipt, the notifications sent electronically via email by the above contact persons shall be considered as delivered after one business day from sending.

The Parties acknowledge and accept that until proof of its opposite, the notifications and confirmations defined in the Contract are sent electronically, by email to Buyer and Seller without authorized signature or other authorization replacing it.

The Parties are not entitled to refer in front of any court or authority to that that the emails 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 email, 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 email 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. Parties are liable for any damage arising from their late notification. Parties agree that the electronically sent mail (e-mail) shall be only considered official contact way if it is explicitly allowed by the Contract. Parties explicitly set forth that the Contract shall not be amended or terminated by electronically sent mail.

3.7 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 Contract without the provision proved to be void or invalid.

3.8 Applicable law and arbitration clause

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, and by excluding the conflicting rules of this law. Parties hereby exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

Parties agree that all disputes deriving from or in connection with the Contract, its breach, termination, validity or interpretation, shall be exclusively resolved by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest, in accordance with its own Rules of Procedure. Parties shall obey to the judgement of the Court of Arbitration. The number of arbitrators is three. The English language governing the Contract shall be applied during the procedure.



3.9 Full agreement clause

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.

3.10 Trade restrictions Clause

Seller and Buyer warrant that the subject of the Contract (under the present GT&C) and the representatives involved in the Contract are not subject to any type of trade restrictions (included but not limited 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 or the United States of America applicable to the parties relating to trade sanctions, foreign trade controls, export controls, nonproliferation, anti-terrorism and similar laws) Both 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. 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.

3.11 General rules of business-communication

Buyer confirms that its contact data indicated in the Contract – phone number, postal address and email address – serve the purpose of official, business related communication between Buyer and Seller. Buyer confirms that its contact persons and their contact data registered in the Contract (email address(es), postal address(es) and phone number(s)) are regarded as the official, contract-related business communication channels.

Buyer also confirms that Seller or their Subcontractor(s) are entitled to contact Buyer at the indicated communication channels with its business communication. (marketing activities, market-research etc)

3.12 Provisions regarding personal data processing in case of contact persons

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 the 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.

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.

4 Other

4.1 Reach Clause

4.1.1 Seller warrants to fulfill all compulsory obligations as prescribed in Regulation (EC) No 1907/2006 of the European Parliament and of the Council (hereinafter: "REACH Regulation") and Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labeling and Packaging of Substances and Mixtures (hereinafter: "CLP Regulation"). Seller shall supply product(s) to Buyer



General Terms and Conditions (GT&C) for MOL Plc. Biocomponent Procurement

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



General Terms and Conditions (GT&C) for MOL Plc. Biocomponent Procurement

declaration to the Contract as Appendix 2 Seller shall notify the Buyer on any changes in the data written in the declaration while the Contract is in effect and/or the product is supplied to Buyer

Seller shall enclose the Hungarian 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.

Seller is obliged to label the packaging in accordance with the CLP Regulation. The label on the packaging should contain information that allow identification of the substance or mixture and must be identical to the Safety Data Sheet compiled in accordance with REACH Regulation. The label shall be written in Hungarian language. Seller may use more languages on their labels than those required by the Member States, provided that the same details appear in all languages used.

If, due to any reasons, obligations of the 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 the 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 the Buyer, which were previously delivered to Buyer and which do not fulfil all requirements of



Oldal

REACH Regulation or CLP Regulation. Seller shall also reimburse all costs incurred to the Buyer in relation with such products, including but not limited to delivery and storage costs.

By signing the Contract Seller acknowledges that the product(s), covered by this Contract will be used by Buyer in Hungary, therefore the notification of mixtures classified as hazardous based on their health or physical effects, to the listed country/ies appointed Poison Centre(s) is mandatory according to Annex VIII of CLP Regulation. By signing this Contract Seller ensures that he will submit the notification(s) to the above listed Poison Centre(s) before the first delivery, and will immediately send to Buyer a confirmation received in the submission report that the dossier has passed the automated validation check in the Portal. In addition, before the first delivery, Seller will send to Buyer a confirmation received in the submission report(s) that the dossier(s) has/have been received by the Member State's appointed body, if such confirmation is requested by Member State(s).

4.2 Sustainability

Seller undertakes to supply the Product to Buyer which is complying with all the sustainability, traceability and greenhouse gas emission saving criteria set in ISCC-EU (International Sustainability and Carbon Certification) standard in line with the RED-II Directive and in the related Hungarian biofuel regulation in force.

Seller shall supply the Product with a Proof of Sustainability (PoS) issued – preferably - under ISCC-EU standard. If the Seller cannot provide ISCC-EU PoS; any other voluntary schemes can be accepted which is officially approved by the European Commission, but in this case, Buyer must be informed previously, and Buyer has to approve this condition before the deal via e-mail. This shall be applied also for PoS issued from Nabisy Database.

Seller shall send the required PoS together with the other accompanying documents of the shipments as well as in electronic format via e-mail no later than 30 days following the date of the physical dispatch of the Product. If the PoS does not include all the information what is required by ISCC-EU standard, Seller must send an individual declaration via e-mail about the missing data at the same time with the issued PoS. In lack of the required PoS / information after 30 days of the physical dispatch, Buyer is entitled to postpone the payment of the delivery until Buyer receives the required PoS.

After 1st of January 2023, oil palm fresh fruit bunches (FFBs) (also called in general “palm oil”) or any palm oil derivative cannot be accepted as the raw material of the biofuel on the PoS. Exceptions are; Palm Fatty Acid Distillate (PFAD) and Palm oil mill effluent (POME) oil.



Oldal
Appendix 1

AGREEMENT FOR ELECTRONIC INVOICING

As legal representative of invoice issuer _____
(tax number: _____-_____-_____) hereby I declare that for _____
_____ (tax number: _____-_____-_____) we will issue our invoices electronically from the date below.

Mandatory data of invoice issuer:

Company data type	Value
Registered name of legal entity	
Country of operation (country key)	
ZIP code	
City	
Street	
Street nr.	
Tax nr.	
Company registry nr.	
EU tax number	



E-mail address for electronic invoicing*	
Format of electronic invoice	
Does the invoice include any attachment?	
Format of attachment(s):	

* one e-mail address only

Terms and conditions of successful electronic invoicing:

- Invoices are only accepted if sent via the registered e-mail address provided in this agreement.
- Each and every invoice needs to be sent in separate e-mails (example: 5 invoices issued the same day means 5 e-mails sent separately).
- First attachment of the e-mail needs to be the invoice. Further attachment (if any) can also be enclosed.
- The acceptable PDF-version is 1.4 higher (we recommend 1.7).
- We accept pdf invoices without electronic signature.
- E-mail address of invoice receiving party is a technical one only, not handling any other type of documentation than invoices, and attachment. Therefore, only invoices and attachments may be sent to this address, any other kind of mails (netting statement, payment reminder, information letter etc.) will be automatically deleted.

Main principle of electronic invoices is that those are issued or forwarded electronically only and stored by issuer and receiver electronically.

CONTRACT_CO2.1_v1_a1

Appendix 1

Official information of Hungarian Tax Authority (NAV) as of 2020.04.16:

Electronic invoice is any kind of invoice containing legally mandatory data issued and received electronically.

According to VAT regulations, invoice is considered as issued once its availability is ensured for the receiver. Therefore, paper-originated invoices shall also be considered as electronic invoices in case they are scanned and electronically sent to the receiver instead of being handled over personally or sent via post. As a consequence, PDF invoices sent as e-mail attachment have to be considered as electronic invoices.

Further info:



(https://nav.gov.hu/ado/afa/Az_elektronikus_szaml20200416).

As an electronic invoice issuer hereby I declare that I am fully aware of legal regulations of electronic billing.

Hereby I declare, that in case of any change in data provided above I send the update to the receiver without delay.

Electronic invoice issuer notes that issuing the invoice the proper way is their own responsibility. In case the e-mail sent to the dedicated e-mail address does not meet the requirements they will receive an error message and invoice will not be processed. In case of any error caused by the issuer a correction has to be done and invoice needs to be resent. By filling and signing this form both parties agree that they start electronic billing as of the date below.

The email address to which invoices should be sent will be sent upon successful completion of testing.

Date: _____

Seller legal representative of Buyer
CONTRACT_CO2.1_v1_a1 legal representative of Appendix 2

DECLARATION OF COMPLIANCE TO THE REACH AND CLP REGULATIONS

Seller gives – concerning the compliance with the registration of the product according to the REACH Regulation (Regulation (EC) No. 1907/2006 of the European Parliament and the Council of 18 December 2006) and concerning the compliance with the CLP Regulation (Regulation (EC) No. 1272/2008 of the European Parliament and the Council of 16 December 2008) – the following declaration.

Name of the offered product:

Is this product a:

- substance
- mixture
- polymer

Is the product exempted from REACH registration?

- No



Yes, according to:

1. Do you guarantee that the substances which are contained in the product above and require registration, are registered by your company or by your Seller and the registered tonnage covers the supplied quantity?

Yes

No

Please give the EC/CAS, and REACH registration number of the relevant Substance(s):

CAS / EC No.: 1. REACH Registration number No.: 1.

2. 2.

3. 3.

2. Should the product be notified according to Annex VIII of CLP Regulation?

No, because:

the product is a substance

the product is only sold for industrial use

the product is not classified as hazardous, or only classified as Environmentally hazardous

Yes

Please list the countries, where the notification was submitted to the appointed body/ies and the UFI of the product:

By signing this declaration Seller certifies – concerning the compliance with the registration of the product according to the REACH Regulation and concerning the compliance with the CLP Regulation – the following:

- the product meets the requirements of REACH Regulation and CLP Regulation;

CONTRACT_CO2.1_v1_a1

Appendix 2

- related to the Safety Datasheet (SDS) Seller undertakes the following:
 - o the registered uses of the product according to the REACH use description system will be listed in the SDS;
 - o If the supplied product contains more than 0.1 % w/w of any SVHC (Substances of Very High Concern) listed on the „Candidate list” in accordance with Article 33(1) of REACH Regulation, Seller shall provide the recipients with sufficient information available to it, to allow safe use of the product. As a minimum the name of the SVHC shall be provided by Seller in Section 3. of the SDS. Seller ensures to update the SDS in case of the change of the SVHC list.



-
- Seller declares in accordance with Article 56(1) of REACH Regulation that the supplied product does not contain substances that are included in Annex XIV of REACH Regulation;
Or, in case the product contains substances that are included in Annex XIV, then it has the relevant permits/licenses according to the REACH Regulation;
 - Seller certifies that the substances which are contained in the product above and require notification according to CLP Regulation have been notified by Seller or by its Seller, unless these have been submitted to the Agency as part of a registration under REACH Regulation;
 - In case Seller is established outside the EU, it certifies that it has appointed a natural or legal person established in the EU to fulfil, as Only Representative (OR) according to Article 8 of the REACH Regulation, all obligations of importers under REACH Regulation and that the product above (or all component substances of the product if it is a mixture) has been registered according to REACH Regulation;
Contact name and address of the OR who is responsible for REACH compliance:

.....

Place/Date/:

Name:

Company:

Stamp