



General Terms and Conditions (GT&C) of MOL Hungarian Oil and Gas Public Limited Company on its product Sale Activity with Foreign Partners

GENERAL

During the product sale activity of MOL Hungarian Oil and Gas Public Limited Company (hereinafter referred to as: **MOL** or **Seller**) outside Hungary, the present GT&C shall be applied unless the contracting parties (hereinafter referred to as: the Parties) agree otherwise. The GT&C forms an integral part of the Contract for the Products supply and, by concluding the Contract, the Buyer confirms that it is familiar with the content of the GT&C and accepts it as binding. The relevant Product Specified Contractual Terms and Conditions are always part of the GT&C. The present GT&C shall apply in the absence of a written and signed document between the Parties if any other agreement of the Parties about the deliveries exists or if MOL has started the deliveries. If the provisions of the Contract concluded with Buyer differs from the provisions of the GTC, the provisions of the Contract shall prevail. Other conditions or the stipulations of Buyer shall be effective only with the written consent of Seller.

MOL is authorized to amend the provisions of GT&C at any time. Buyer will be informed thereof and the new GT&C will be submitted in written form (in e-mail, or other appropriate means of delivery specified in the Contract) 15 calendar days before the amended version of the GT&C enters into force.

In such a case, Buyer will be obliged to declare in writing the acceptance or rejection of the amended version of the GT&C within 5 calendar days from receiving Seller's notice. In case of the absence of Buyer's feedback within the given 5 calendar days, it shall be deemed that such GT&C amendments are adopted. In the event of changes in the Appendices of the GT&C, Buyer will be informed thereof in writing. The aforementioned amendment of the Appendices will not be deemed as amendment of the GT&C described above.

The present GT&C is valid only for those agreements which shall be concluded as of 01.04.2021.

DEFINITIONS

In the present GT&C

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

Ptk.– means the effective Civil Code of Hungary.

Product Specified Contractual Terms and Conditions means a document which forms and inseparable part of the GT&C and contains the special conditions regarding the relevant product as a subject of the Contract.

Product means all type of products sold by MOL: white, black, chemical, LPG, Base oil and Wax products and biocomponents.

Buyer means foreign partners who purchase the Product from MOL.

Contract means the Delivery Contract/Frame Contract/Confirmation of Order/Deal Sheet or any other type of agreements for sales involving the present GT&C together concluded between MOL and Buyer.

The GT&C and the Products Specified Contractual Terms and Conditions for each of the Products are available in a separate documents on the company homepage: <https://molgroup.info/en/products-and-services/general-terms-and-conditions>

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I. COMMERCIAL CONDITIONS

Article 1 PRODUCTS

Seller warrants that the Products sold under the Contract are owned by Seller and that it has the right and authority to sell such Products. Furthermore, Seller warrants that the Products meet the requirements/standards required for the Products as per specification set in the Contract and for that purpose Seller provides relevant certificates. Seller also warrants that the Products are not encumbered by any kind of third-party rights.

There are no representations, duties (whether in negligence or otherwise), conditions, guarantees, warranties or terms, expressed or implied by statute or otherwise, as to the description or satisfactory quality, fitness or suitability of the Product for any purpose whatsoever, or otherwise relating to the quality of the Product which extend description of the Product appearing in the Contract.

Article 2 TERMS OF DELIVERY

Seller shall be obliged to deliver the Product to Buyer in accordance with the agreed terms and conditions stipulated in the Contract, to hand over the documentation related to the Product and to enable the Buyer to acquire ownership of the Product in accordance with the Contract.

Delivery of the Product shall be executed on the INCOTERMS 2020 delivery basis agreed upon by the Parties and indicated in the relevant Contract; ownership, custody and risk of loss in the Product shall pass to Buyer when the shipment reaches the delivery point as to the relevant parity.

The Product shall be transported by road, rail or barge, either in the vehicle of the Buyer or the Seller, as agreed by the Parties.

Seller is entitled to deliver, even partially, even prior to the agreed term of delivery and Buyer shall accept such delivery. If the confirmed deliveries are postponed due to Buyer fault (e.g. overdue invoice, delayed data-report obligation of Buyer), Seller is entitled to re-allocate the availability of the Product as well.

In case the delivery period of the to be transported Product is within a certain period according to Contract (transportation is to be organized by the Seller) Seller is entitled to dispatch the product at any time within the agreed period.

Buyer shall assume responsibility for the cleanness, emptiness and proper suitability of the transport vehicle provided by Buyer; in such cases Seller shall exclusively guarantee the quality of the Product filled/loaded into the vehicle.

In case the forwarding or carriage services are arranged by the Buyer, Seller is neither obliged to inspect the required cleanliness, suitability and capacity of vehicles, tank cars or any other means of carriage, nor the state of connection and unloading lines thereof and Seller is not liable for damages resulting from the inappropriate condition of the same. Buyer shall be liable for loading and unloading of the Product, unless expressly otherwise provided in the Contract.

2.1. QUANTITY The quantity of Product for each mode of transport shall be determined by Seller, based on its certified measuring equipment or according to the weight of the standard packaging. The quantity shall be indicated on the bill of lading and/or delivery note (B/L, CIM, CMR).

2.2. TERMS OF TRANSPORTATION

2.2.1. ROAD In case of Product transported by road in silo or trucks Buyer shall check the integrity of the seal on the silo truck and the ID number of the seal and to compare it with the shipping documents. Upon unloading Buyer shall check if the silo body was emptied completely.

Buyer shall confirm the takeover by execution and stamping of a bill of lading or a delivery note upon the takeover of the product and indicate the date of receipt. The bill of lading or delivery note or international waybill (CMR) refers to Buyer identification number, order number, the grade and quantity of the delivered product, Date, Hour, Minute and Full address of Place of the take-over, specification of carriage and/or the license number of the transport vehicle.

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In case of road transportation, when Seller organizes the delivery of the ordered material to the destination stipulated by the Buyer, if delivery arrives within opening hours and if neither Contract nor Confirmation of Order indicate demurrage free period, Buyer shall unload the ordered material from the transportation vehicle on the arrival day of the shipment. Should Buyer fail to do so, Seller has the right to invoice a demurrage.

2.2.2. RAIL The net weight (loaded quantity) is determined as the difference between loaded and empty rail tank car measured on the calibrated railway bridge scale. The net weight is indicated in the CIM waybill.

In case the waggons (waggon/s mean further all type of railway vehicles, i.e. waggons, rail tank cars, etc.) are provided by the Buyer:

- a) Buyer is obliged to ensure rail tank cars which are suitable for the loadings and meet the actually valid RID regulations. In case they don't meet these requirements, the Seller can reject the loadings of those waggons. The Buyer is responsible for the appropriate condition of the waggons, and shall bear any cost connected to non-conformity, incl. local repair costs, related empty run costs, etc.
- b) Waggons must be fully covered with liability insurance policy in case of damages caused suffered by MOL or any subcontractor of MOL as a consequence to the defects of the waggon during the loading or storage on the site of MOL.
- c) There must be an ECM (entity in charge of maintenance) which is appointed for the Buyer's wagon.

In case the waggons are provided by the Seller:

- a) on FCA parity, Buyer is fully responsible for all the waggons of the Seller, including all direct and indirect costs emerging connected to the given shipment from the date of handover to carrier to dispatch till the arrival of the empty waggons back to MOL dispatch terminal
- b) the Seller's tank cars arriving at the place of destination may be returned for whatever reason without emptying only after preliminary consultation with and written consent of the Seller.
- c) the Buyer is obliged to give information on any eventual technical damage to the Seller's rail tank car. In connection with any steps or repairing, the Seller's written consent is needed.
- d) Buyer shall give detailed advice (the tank car number and date of arrival of the tank car at destination) as well as that of its return after discharge (date of dispatch, tank car numbers), to MOL
- e) if Buyer should not return the Seller's empty rail tank cars to the required station which, unless otherwise provided for, is the station of dispatch, it is obliged to reimburse the additional costs arising thereof to Seller within 15 days after the date of the invoice

2.2.3. BARGE In case of delivery by barge the Buyer is obliged to inform the Seller in time about the monthly transport plan at the beginning of each month, including the planned date of loading for the transported Goods. If the date planned of loading is not available at the beginning of the month the Buyer is obliged to inform the Seller about the loading date of the planned transport(s) latest the preceding week (but minimum 5 working days earlier) of the actual requested loading date. The Buyer is obliged to make barges available for the Seller at the place of dispatch for the transportation of the Goods on the mutually agreed date. In case of delivery to non-EU countries the custom formalities after loading will be done in the loading port within the working time of responsables (on working days from 7 a.m. till 9 p.m.). The Buyer is obliged to indicate the quantity to be loaded into the barge according to the respective level of water and draught determined by the boat owner. The indicated quantity shall be in keeping with the quantity prescribed. Barges will not be loaded in case of overload blocking failure. Any condition to be agreed upon concerning the delivery by barge individually by the Parties shall be indicated in the relevant Contract.

The discharging/unloading of the Product shall be completed within 1 working days after the arrival unless otherwise agreed by the Parties indicated in the relevant Contract.

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2.3. DEMURRAGE, VEHICLES STAY

Seller has the right to invoice the amount of the demurrage detailed in the tables here below within 15 days as of the day when it incurred and Buyer shall pay said demurrage within 15 days as of the date of issue of the invoice about the demurrage by bank transfer.

	BUYER vehicle	BUYER vehicle	BUYER vehicle	SELLER vehicle	SELLER vehicle
	maximum time of demurrage free stay of Buyer's vehicle at Seller's terminal before agreed loading date or nominated arrival date	minimum time of Buyer's empty vehicle nomination before their arrival for loading to Sellers terminal	penalty for early arrival of Buyer's vehicle for loading to Seller's terminal (currency/day/vehicle)	demurrage free period after arrival of Seller's vehicle to Buyer (time for penalty free unloading)	penalty for late leave of Seller's unloaded vehicle incl. unloading time (currency/day/vehicle)
barge	2 calendar days	24 hours	-	24 hours	2900 EUR/calendar day/barge
rail	2 calendar days	7 calendar days	50 EUR/calendar day/waggon	3 calendar days	45 EUR/calendar day/waggon
road	2 hours	2 calendar days	100 EUR/calendar day/truck	2 hours	30 EUR/hours/truck

In case of rail transportation Buyer should bear the following costs:

type of event	amount
inadequate Buyer waggon for RID transportation	EUR 105/waggon
track occupancy cost of loaded waggons (either Seller's or Buyer's waggon) in case of FCA parity	EUR 50/waggon/day after 48 hours grace period
track occupancy cost within MOL depo due to any technical problem of Buyer's waggon	EUR 50/waggon/day after 48 hours grace period
outer mantle cleaning cost if necessary	EUR 300/waggon

Article 3 WARRANTY

Seller shall undertake a warranty that the Product is in compliance with the relevant delivery specifications which were valid at the time of delivery of the Product.

Seller is not liable for any defect caused by external circumstances after the transfer of risk related to the takeover of the Product.

Subject to other provisions in the Contract, any claim related to any loss or any damage whatsoever shall be deemed and treated as waived and absolutely barred and any liability of the other party in respect of that complaint, claim or dispute shall be finally extinguished unless written notice of such claim has been given by the claiming party to the other party, together with the supporting documentation and reasonable details, of the facts on which the claim is based, within 6 months from the delivery of the claimed Product, or failing any deliveries, the date on which the Product should have been delivered.

Article 4 COMPLAINTS

If the Buyer has a delivery, quantitative or qualitative problem with the Product delivered by Seller, it shall notify Seller in writing within 3 working days from the date of arrival of the Product to the place of destination. Buyer shall send all information, documents, samples and evidences as proof of the case which is requested by Seller during the complaint investigation within 10 calendar days from the date of the request sent via email by Seller.

If Buyer cannot send the requested sample, documents and information upon Seller's request, Seller is entitled to close complaint without finding. In this case Seller is not liable for any compensation.

In case of damaged or contaminated Product during transportation or the unloading the Buyer upon the claim announcement is obliged to ask for further instruction from the Seller regarding the handling of claimed Product in order to ensure the minimization of the damage/ loss. The transportation vehicle should not be return without emptying or the Product should not be used or destroyed without the Seller's written approval.

Quantity claim may only be raised upon the arrival of the products at the place of delivery in accordance with the delivery terms. In case of railway deliveries the minutes of the relevant railway authorities is to be attached, providing the official weighing ticket and a railways confirmation that waggon seals are undamaged or damaged/missing. Quantity complaint can be submitted only in case of higher difference than tolerances indicated in the table below:

	quantity complain
	maximum difference between freight document quantity and quantity upon arrival in the vehicle before unloading
barge	0,3%
rail	2%
road	0,3%

Any complaint made by Buyer on the Product shall not exempt Buyer from paying the invoice value concerning the Product within the terms and conditions set out in the Contract provided always that any complaint made by Buyer shall be fully investigated by Seller within thirty (30) days from the date of any such complaint being made. If any complaint relating to the Product is not resolved to the mutual satisfaction of the Parties within 90 days ("Complaint Resolution Deadline"), they shall engage the services of an independent expert organization selected by them. The opinion of the independent expert shall be final and binding. The costs related to the investigation shall be borne by the party whose claim/statement was not justified by the result of the investigation.

Seller will settle any lawful and justified complaints according to a specific agreement with Buyer for the settlement of complaints. Seller will not take any responsibility for any damage caused to Buyer by the improper storage or inappropriate processing of the Product or their feedstock or for any damage caused by the inappropriate carriage of the Product when carriage is provided by Buyer. Upon his own discretion, Seller is entitled to grant to Buyer either a price reduction or supply replacement Product, or supply missing Product, or cure defects in another way. The supply of the replacement Product is subject to return of the defective product, unless otherwise instructed by Seller.

Should Buyer fail to perform quality inspection and report defects within the period of warranty, he shall bear the consequences of such delay, and Seller shall be released from any liability for quality defects.

Article 5 OBLIGATIONS ON BUYER'S SIDE REGARDING THE DOCUMENTS ACCOMPANYING THE PRODUCTS

Buyer has the following obligations concerning the documents accompanying the Product:

5.1.A. IN CASE OF THE FINAL DESTINATION OF THE PRODUCT IS IN THE EU, and the place of handover takeover of the products is in the territory of Hungary

- a) By each performed delivery, Buyer sends its "Declaration" as per Appendix of the Contract to Seller, signed and stamped duly by the Buyer, and
- b) By each performed delivery, Buyer shall enclose the copy of the CIM/CMR/BL (hereinafter referred to as „Waybill") to the „Declaration" and the invoice connected to the transport of these products, as defined in the Declaration. The Waybill shall be duly signed and stamped by Seller, Buyer and the forwarder.

5.1.1. By each performed delivery, Buyer – without undue delay but until the 10th day of the month following the dispatch of the product – declares and shall return the "Declaration" that:

- a) the Products had been transported from the place of dispatch to the respective EU Member State as place of destination determined in the relevant boxes of the waybill and stated in the Contract, and
- b) that Products had been duly delivered (arrived) as well in the EU Member State stated in the Contract.

5.1.B. IN CASE THE FINAL DESTINATION OF THE PRODUCT IS IN THE EU, AND THE PLACE OF HANDOVER-TAKEOVER OF THE PRODUCTS IS OUTSIDE THE TERRITORY OF HUNGARY

- a) By each performed delivery, Buyer shall send back the copy of the CIM/CMR/BL (referred to as „Waybill") The Waybill shall be duly signed and stamped by Seller, Buyer and the forwarder.

Should either the "Declaration", Waybill or the invoice connected to the transport of these products as defined above not arrive back until the 10th day of the month following the the dispatch of the product as defined in the Declaration, or anyhow the above declarations are breached, Buyer acknowledges that Seller has the right to rectify its invoice charging VAT as regulated by the laws of Hungary day charging VAT as regulated by the laws of Hungary and also has the right to forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note within 8 days from their date of issuance.

In case of the sales connected to excise products the original CMR document signed and stamped by Seller, Buyer and the forwarder and the EMCS confirmation of Buyer stating that the goods are received by them are proper proof to apply VAT exempt invoicing for the intracommunity supplies. EMCS confirmation and the original CMR documents are to be provided only, in case of short and long parity deliveries as well.

5.2.A. IN CASE THE FINAL DESTINATION IS IN A NON-EU COUNTRY, and the place of handover-takeover of the products is on the territory of Hungary

- a) By each performed delivery, Buyer sends its "Declaration" as per Appendix of the Contract to Seller, signed and stamped duly by the Buyer, and
- b) By each performed delivery, Buyer shall enclose the copy of the CIM/CMR/BL („Waybill") to the „Declaration" as defined in the Declaration. The Waybill shall be duly signed and stamped by Seller, Buyer and the forwarder.

5.2.1. By each performed delivery, Buyer – without undue delay but not later than 10th day of the month following the dispatch of the product – declares and shall return the "Declaration" that:

- a) the Products delivered under the Contract are not subject to further sale-purchase agreements in the territory of Hungary; and
- b) the Products have been transported from the territory of Hungary to outside the territory of the European Union as defined in the Hungarian Act on VAT and have duly arrived at the destination specified in the relevant boxes of the CMR/CIM/BL waybill; and

5.2.B. IN CASE THE FINAL DESTINATION IS IN A NON-EU COUNTRY, AND THE PLACE OF OF HANDOVER-TAKEOVER OF THE PRODUCTS IS OUTSIDE THE TERRITORY OF HUNGARY

By each performed delivery, Buyer shall send back the copy of the CIM/CMR/BL (referred to as „Waybill”) The Waybill has to be duly signed and stamped by the Seller, the Buyer and the forwarder.

Independently of the place of handover of products, should either the „Declaration” „Waybill” as defined above not arrive back until the 10th day following the month after the dispatch of the product - as defined in the Declaration - or anyhow the above declarations are breached, Buyer acknowledges that Seller has the right to rectify its invoice charging VAT as regulated by the Law of Hungary day charging VAT as regulated by the Law of Hungary and also has the right to forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note in 8 days from their date of issuance.

II. PAYMENT, INVOICING AND TAX RELATED CONDITIONS

Article 1 APPLICABILITY

1.1. **CONTRACT** Payment and invoicing shall be effected on the terms and conditions indicated in the relevant Contract.

1.2. **CURRENCY OF INVOICING AND PAYMENT** The currency of invoicing and payment shall be either EUR or USD as indicated in the relevant Contract. Currency of invoicing and payment should be identical.

1.3. **ELECTRONIC INVOICING** Based on a separate agreement Parties are free to agree on sending and receiving invoices by electronic means, which separate agreement shall form an attachment of the Contract.

1.4. **AUTHORIZATION** MOL GBS Magyarország Kft. („MOL GBS Hungary Ltd”) (address: H-1039 Budapest, Szent István str 14.) is authorized to act in the name of MOL in certain financial matters, except issuing commercial invoices.

Article 2 TERMS OF PAYMENT AND INVOICING

With regards to VAT related contentual requirement of invoicing, Article „Tax Related Conditions” contains further provisions.

2.1. **ADVANCE PAYMENT CONDITIONS** Buyer shall settle the advance payment against advanced payment letter via bank transfer to the bank account specified in the relevant Contract.

The precondition of the performance is that the amount of the advance has been credited on the bank account of Seller. Filling of goods cannot be effected until credits of the counter-value at the bank account of Seller.

Buyer undertakes to indicate the advance payment demand letter and the reference number in the narrative field.

2.1.1. **SUPPLY OF PRODUCTS TO EU MEMBER STATE** Seller issues an advance payment letter (proforma invoice) and on the basis of that Buyer shall transfer the amount of the advance to Seller’s account. The precondition of the performance is that the amount of the advance has been credited on the bank account of Seller.

If all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, and Seller is entitled to issue an invoice within 15 days after performance on the total amount of countervalue. The amount of advance payment shall be deducted from the total amount of countervalue which difference shall be separately indicated in the invoice as remaining payable amount. The invoice shall be sent by Seller to the invoice mailing address of Buyer defined in the Contract.

2.1.2. **SUPPLY OF PRODUCTS TO NON-EU COUNTRY** Seller issues an advance payment letter (proforma invoice) and on the basis of that Buyer shall transfer the amount of the advance to Seller’s account. The precondition of the performance is that the amount of the advance has been credited on the bank account of Seller.

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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 an invoice within the 15 day after performance on the total amount of countervalue. The amount of advance shall be deducted from the total amount of countervalue which difference shall be separately indicated in the invoice as remaining payable amount. The invoice shall be sent by Seller to the invoice mailing address of Buyer defined in the Delivery Contract/Frame Contract/Confirmation of Order/Deal Sheet. Supply of products to non-EU country

Seller issues an advance payment letter (proforma invoice) and on the basis of that Buyer shall transfer the amount of the advance to Seller's account. The precondition of the performance is that the amount of the advance has been credited on the bank account of Seller.

Seller shall issue an invoice on the received amount of advance payment in compliance with the relevant laws and shall send it to the Buyer within 15 days from its receipt.

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 an invoice within the 15 day after performance. The amount of advance shall be deducted from the amount of the final invoice. The invoice shall be sent by Seller to the invoice mailing address of Buyer defined in the Delivery Contract/Frame Contract/Confirmation of Order/Deal Sheet.

2.2. DEFERRED PAYMENT CONDITIONS In case of full performance of the obligations defined in the contract MOL shall be entitled to submit an invoice, which shall be issued within 15 days after performance.

Seller is entitled to issue the invoices according to performances as defined in the Contract.

If such invoice fully meets the effective legal requirements, Buyer shall settle the value of the invoice via bank transfer within the period and to the bank account as specified in the relevant Contract.

Buyer shall pay the full contract price and shall not be entitled to offset against the contract price in any manner.

Buyer shall transfer the amount to be paid to the bank account of Seller in such a way that the amount shall be credited on the last day of the payment deadline. If the last day of the payment deadline is not a working day or is a bank holiday, the payment shall be performed on the last working day before this day.

The Buyer's payment obligation shall be deemed performed on the day the amount has been credited on Seller's bank account.

Buyer shall indicate the number of the invoice in the narrative field of the transfer certificate. For lack of the above mentioned Seller is entitled to use the amount credited on its bank account first for the settlement of current and due penalty payable by Buyer then for the default interest debt and the remaining part for Buyer's principal debt, which is overdue or becomes overdue first. Seller shall inform Buyer of the debts settled in the above-mentioned way in writing.

2.3. PAYMENT BY MEANS OF SECURITY (SPECIAL DEFERRED PAYMENT)

2.3.1. SECURITY Upon the request of Seller, Buyer shall provide a suitable and documented financial security acceptable to Seller to cover its payment obligations arising from the relevant Contract either by bank guarantee - to be issued by a bank and of contents acceptable to Seller - or in any other form determined by Seller (if mentioned jointly hereinafter referred to as: Security). Deliveries can only be started upon receipt of Security as defined above.

The security shall be applicable for any obligation of Buyer arising from this valid Contract.

The Value, Type and Validity of Security is indicated in the relevant Contract.

Should Buyer not fulfil its payment obligations, Seller has the right to satisfy its claim against Buyer by making use (from the amount) of the security.

A serious breach of contract is if Seller is forced to make use of the security, due to non-fulfilment of Buyer's payment obligation.

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2.3.2. **BANK GUARANTEE** Seller is obliged to make delivery to Buyer only after the opening and up to the amount of the bank guarantee. Buyer provides a bank guarantee to the payment on credit. The bank guarantee has to be issued by a first class international bank – acceptable by Seller - irrevocably and in a form (according to the Attachment to the Contract) previously accepted by Seller and in which the bank undertakes irrevocable and unconditional payment within 3 days from the first written request of Seller without examining the contractual relationship.

Buyer shall open the bank guarantee in favour of Seller in such a way that it should be available to Seller at any time. Buyer must have a valid bank guarantee during the whole duration of the Contract + days of deferred payment + 15 days or during the whole period of the fulfilment of all commitments. The bank guarantee shall be opened prior to the deliveries. Seller can hold back the deliveries until the required security of payment is provided by Buyer.

Seller is entitled to revalue and in special cases to revise the issued bank guarantee during the validity of the present Contract in case it has expressed negative information on the issuing bank.

2.4. OTHER PROVISIONS RELATED TO INVOICING

2.4.1. **TERMS OF INVOICING IN CASE BOTH PRELIMINARY UNIT PRICES AND FINAL UNIT PRICES ARE APPLIED** In case Parties apply preliminary unit prices and final unit prices, the invoicing is carried out by Correction invoices (Documents in lieu of an invoice) as follows:

The financial settlement between the Parties will be completed by the correction invoice (documents in lieu of an invoice) issued by Seller. The correction invoice shall reflect the difference (increase or decrease) between the preliminary unit price and the final unit price.

Seller shall issue the correction invoice (documents in lieu of an invoice) within 15 days after the day when all the quotations of the month of supply are published by the relevant provider of the benchmark price assessment, indicated in the Contract.

If the mentioned difference results in the increase of the price (debit), Buyer shall pay the difference amount within 14 working days after the correction invoice issuance date.

If the difference results in the decrease of the price (credit), the difference is taken into account by Seller when delivering the next prepaid delivery or transferred back to the account of Buyer on its written request within 14 working days after the correction invoice issuance date.

2.5. OTHER PROVISIONS RELATED TO PAYMENT

2.5.1. **BEARING OF BANK CHARGES** In case the country of the beneficiary is in the European Economic Area 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 (defined as „SHA”) in the case of all currency.

In case the country of the beneficiary is not in the European Economic Area all bank expenses connected to the transaction shall be borne by Buyer (defined as „OUR”).

2.5.2. OVERDUE LIABILITIES

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

Seller is entitled to use the amount credited on its bank account first for the settlement of the default interest debt of Buyer and the remaining part for Buyer’s principal debt, which is overdue or is becoming overdue first. Seller informs Buyer in writing that which debt has been settled by the amount transferred by Buyer. Seller informs Buyer regarding which liability of Buyer was offset by Seller from the amount transferred by Buyer.

2.5.3. **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% p.a..

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 relevant contract, quoted on the first working day of the month when

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the defaulting Party falls in delay, whereas 1-month EURIBOR in case of EUR, or 1-month LIBOR in case of USD.

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 and conditions of the contract.

2.5.4. CREDIT LIMIT Credit limit is applicable in case of payment with „Deferred Payment” conditions or „Deferred payment by means of security” conditions.

2.5.4.1. DEBT ARISING OUT OF CONTRACT CONCLUDED WITH SELLER In case Buyer has an outstanding debt against any MOL Group member arising from any contract concluded with it, Seller is entitled to suspend the delivery of goods or the provision of services to Buyer, or to require the fulfilment of further conditions (provision of securities). In this case Seller is entitled to deliver goods or provide services to Buyer, if Buyer certifies that it has paid to the Party concerned the full sum of the countervalue of the goods to be delivered or the services to be rendered by Seller as well as its outstanding debts owed to Seller before starting the deliveries of the Products or rendering services. Seller shall apply the sum paid by Buyer to decrease Buyer’s earliest debts.

Buyer acknowledges that the MOL Group members may change during the effect of the Contract.

2.5.4.2. CREDIT LIMIT Seller provides credit limit (hereinafter referred to as: Credit Limit) for an amount indicated in the relevant Contract with Buyer concerning delivering goods and rendering services upon the contract.

If the sum of Buyer’s total debts and Confirmation of Orders upon the contract exceeds the Credit Limit set forth in the relevant Contract, Seller is entitled to perform deliveries or serve Buyer only on condition that Buyer pays its debt to the extent that the amount available from the Credit Limit should cover the countervalue of the ordered goods.

Seller is entitled to modify – by sending a written notice to Buyer simultaneously – the amount of the Credit Limit or to suspend the delivery without Buyer’s consent in case it has established negative information on Buyer’s financial or solvency condition.

Among others, the followings shall be considered as negative information:

- a) if Buyer, or its connected company or a company which is linked to Buyer by virtue of participating interests as stipulated in the effective relevant law, or if any further company of Buyer’s founder/owner, or if any company of the close relative – under the provisions of the Civil Code of Hungary – of Buyer’s founder/owner has an outstanding debt against Seller or any member of the MOL group,
- b) if the credit insurer reduces or deletes the limit applied to Buyer,
- c) if the soundness of Buyer has worsened according to any credit agency or the internal assessment model of Seller,
- d) if a legal process (e.g. litigation, bankruptcy, liquidation, execution, etc.) was initiated against Buyer or its connected company, or a company which is linked to Buyer by virtue of participating interests, as stipulated in the effective relevant laws, or any further company of Buyer’s founder/owner, or any company of the close relatives – under the provisions of Civil Code – of Buyer’s founder/owner, and it comes to Seller’s knowledge,
- e) if out of court collection was initiated against Buyer, or its connected company or a company which is linked to Buyer by virtue of participating interests, as stipulated in the effective relevant laws, or any further company of Buyer’s founder/owner, or any company of the close relatives – under the provisions of Civil Code – of Buyer’s founder/owner, and it comes to Seller’s knowledge,
- f) if Buyer’s ownership structure has changed in a manner that materially affects its financial solvency in a negative way.

In case of such modification of the Credit Limit Seller shall notify Buyer simultaneously in writing. The fact that Buyer does not accept the modification of Credit Limit does not constitute automatically the termination of the contract, in such case Parties shall conduct negotiations, the result of which shall

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be recorded in minutes. If the negotiations are not successful within 30 days, the contract terminates on the 31st day from the beginning of the negotiations, and the Parties shall completely settle accounts with one another.

Article 3 TAX RELATED PROVISIONS

3.1. GENERAL TAX PROVISIONS (RELATED TO VAT, CUSTOMS AND EXCISE DUTY) The present GT&C can be applied when MOL is the first party in the chain selling its own product.

The prices do not include VAT.

For tax purposes, those transactions are deemed general transactions where only two parties are involved in the supply. In special cases, more than two parties are involved in the transaction (as defined in Article "Chain transactions or triangle transactions").

For tax purposes Buyer's declaration specified hereinunder on any facts or circumstances is valid throughout the execution of the contract itself and the normal/usual time required for presentation of documents for such purpose.

3.1.1 SUPPLY OF (EXCISE OR NON-EXCISE) PRODUCTS TO EU MEMBER STATE
Supply of products within the territory of the European Union has to be carried out to an entity with valid EU VAT number.

The delivery of Product within the territory of the European Union qualifies as Intra-Community supply, which is exempt from VAT based on Article 138 of 2006/112 EC Directive on the side of the Seller. VAT is to be declared by Buyer. Invoices issued by Seller shall meet the provisions of Article 219a-240 of 2006/112/EC Directive. For tax purposes, the invoice shall contain the "VAT Exempt Intra-Community supplies" phrase.

Buyer declares and guarantees that:

- a) Buyer does not have permanent establishment on the territory of Hungary according to the Council Implementing Regulation EU 282/2011, and
- b) in case Buyer possesses Hungarian tax number or the eventual establishment which Buyer may establish within the territory of Hungary does not intervene in the supply subject to the Contract, and
- c) the destination of the product indicated in the Contract is a place outside the territory of Hungary within another EU Member State, and
- d) the supplied product is not subject to further sale-purchase agreements in the territory of Hungary, and
- e) In case of change in EU VAT number (including its validity or status) of Buyer shall inform Seller promptly about this fact.

In case Buyer fails to inform Seller or Buyer breaches any of the above declarations, upon acknowledgement, Seller has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibility (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note in 8 days from their date of issuance.

3.1.2 SUPPLY OF (EXCISE OR NON-EXCISE) PRODUCTS TO NON-EU COUNTRY
Supply of products to non-EU country has to be carried out to an entity having its seat outside the territory of the European Union whereas the product has to leave the territory of the European Union within 90 days of the date of supply.

The delivery of Product outside the territory of the European Union qualifies as export supply, which is exempt from VAT on the side of Seller. For tax purposes, invoice shall contain the "exempt from VAT" phrase.

Buyer declares and guarantees the followings:

- a) Buyer does not have permanent establishment on the territory of Hungary, and
- b) the goods are not used by commercial means (excluding the free trial or trial production) until the goods leave the territory of the European Union, and
- c) the supplied Product is not subject to further sale-purchase agreements in the territory of the European Union.

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Should the Buyer breach any of the above declaration, the Seller upon acknowledgement has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note within 8 days from their date of issuance.

In the event of fallback of customs (malfunction of electronic) procedure the following paper-based documents prove that the goods have duly left the territory of the European Union: Waybill and paper-based customs clearance document ("EV document").

In case the place of handover is on the territory of Hungary railway and barge parity delivery basis Buyer declares and guarantees – both in the event of normal customs (via electronic) and fallback of customs (malfunction of electronic) procedure – that:

- the exit of the product from the territory of European Union will be completed directly by Buyer or on his behalf (by Buyer's carrier) within 90 days of the date of supply, and
- goods have been subject to customs procedure in the country of Buyer, and
- only in case of fallback of customs (malfunction of electronic) procedure, paper-based Waybill duly signed by Buyer and paper-based customs clearance document ("EV document") is duly returned to Seller within 15 days from its date of issuance.

Should the Buyer breach any of the above declaration, Seller upon acknowledgement has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note within 8 days from their date of issuance.

In case of the products are handed over to Buyer on the territory of Hungary, Buyer shall be obliged to return the confirmed delivery note and CMR/CIM/BL without undue delay.

In case of dispatch in Százhalombatta the address is as follows:

MOL Plc

H-2443 Olajmunkás u.2.

Enter Exit Office

Vám barakk fsz.1.

In case of any other site of dispatch the address is indicated in the relevant Contract/confirmation of Order.

3.2. CHAIN TRANSACTIONS AND TRIANGLE TRANSACTIONS In case of chain transactions or triangle transactions, depending upon the destination of the Product, provisions of "Supply of (excise or non-excise) products to non-EU country" or provisions of "Supply of (excise or non-excise) products to EU Member State / within the European Union" are respectively applicable with the following specialities:

Those transactions are deemed as chain transactions where more than two parties are involved in the supply chain, whereas the goods are transported directly from the first party to the last party in the chain.

Triangle transactions are special forms of chain transactions where all of the three parties involved in the supply chain are seated in different EU Member States, whereas the goods are transported directly from the first party to the last party in the chain. Only the Seller or the second party as Buyer in the chain is allowed to transport the Products. The Parties are not seated in each others' Member States.

In case of more than two contracting parties (in chain transaction or triangle transaction) based on the Contract, either:

- a) the Seller, or
- b) the second party in the chain (exclusively as Buyer) is allowed to transport or organize the transport of products.

In this (second) case, Buyer declares and guarantees that Buyer (as second party) does not use the vehicles of its buyers or the vehicles of other parties in the chain, moreover Buyer shall not entrust its

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buyer (third party) with the transportation. Additionally, Buyer declares and guarantees that any other party in the chain does not transport the goods on behalf of Buyer.

In case of chain transactions or triangle transactions where the place of handover is on the territory of Hungary – irrespective of whether deliveries are concluded under EMCS system or not – “Declaration” shall be returned by Buyer/Consignee, moreover paper based Waybill shall be returned as follows:

- a) By each performed delivery, Buyer sends its “Declaration” as per Appendix of the Contract to Seller, signed and stamped duly by Buyer, and
- b) By each performed delivery, Buyer shall enclose the copy of the CIM/CMR/BL (hereinafter referred to as “Waybill”) to the “Declaration”, as defined in the Declaration. The Waybill has to be duly signed and stamped by Seller, Buyer and the forwarder, and
- c) If the second party in the chain (as a Buyer) transports (or organizes the transport) the product outside of the territory of the European Union, only in case of fallback of customs (malfunction of electronic) procedure, paper based Waybill duly signed by Buyer and paper based customs clearance document (“EV document”) is duly returned to Seller within 15 days from its date of issuance.

Should Buyer breach any of the above declarations, Seller, upon acknowledgement, has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note within 8 days from their date of issuance.

3.3. EXCISE PRODUCTS Products are considered excise products if these are under the scope of EMCS system according to Commission Regulation (EC) No. 684/2009 of 24 July 2009.

Buyer undertakes to pay the common charges stated by the relevant customs office (excise duty, VAT, other costs) on weight losses of transport, should such charges be paid by Seller to the customs office. These charges shall be paid against the invoice/debit note issued by Seller within 15 days from its receipt. HUF will be converted into the relevant currency at the official exchange rate of EUR/HUF or USD/HUF published by the National Bank of Hungary (MNB) on the day of its payment.

In case of delivery of excise products all provisions and declarations are applicable as defined in Part “General Tax Provisions” and respectively in Part “Chain transaction and triangle transactions”, with the following specialties:

3.3.1. SUPPLY OF EXCISE PRODUCTS TO EU MEMBER STATE WITHIN THE TERRITORY OF EUROPEAN Union Supply of excise products within the territory of the European Union are delivered under excise duty suspension under EMCS system as described below.

The Parties are aware of the fact that the EMCS system has been introduced and entered into force as of 1 April 2010 by virtue of Decision No. 1152/2003/EC of the European Parliament and of the Council of 16 June 2003 on computerising the movement and surveillance of excisable products.

The Parties also declare that, in respect of deliveries of excise products with tax suspension, they observe and proceed under EMCS system according to:

- a) Decision No. 1152/2003/EC of the European Parliament and of the Council of 16 June 2003 on computerising the movement and surveillance of excisable products, and
- b) Council Directive 2008/118/EC of 16 December 2008 concerning the general arrangements for excise duty and repealing Directive 92/12/EEC regulations, and
- c) Commission Regulation (EC) No 684/2009 of 24 July 2009 implementing Council Directive 2008/118/EC as regards the computerised procedures for the movement of excise goods under suspension of excise duty.

The obligations of the Parties regarding the purchase of excise products are as follows:

- a) Seller should send a draft E-AAD (E-Accompanying Administrative Document) before the dispatch of Products under EMCS system (in case of fallback of electronic EMCS procedure – malfunction of electronic EMCS system – Seller is able to use “Fallback Accompanying Document for movements of excise goods under suspension of excise duty” document), and
- b) upon receipt of the deliveries Buyer/Consignee should send “Report of receipt” electronic message in the EMCS system within 5 working days.

If due to the failure of Buyer/Consignee the confirmation in EMCS system does not arrive at the dispatcher within 120 days counted from the dispatch of the delivery, Seller has the right to forward

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the arisen financial responsibility (VAT, excise duty and any forms of penalty) to the Buyer by issuing a rectifying invoice/debit note. Buyer shall settle the amount of rectifying invoice or debit note in 8 days from their date of issuance.

Both Parties are responsible for the correctness and validity of the data (type and number of excise license, tax warehouse license number or any other excise taxation-related data) given by them. Any kind of loss or damage arising from the non-validity or incorrectness of the data given by them is the sole responsibility of the Party failing to fulfil this obligation. If the Contract itself does not contain all information obligatory for the deliveries, Buyer/Consignee is obliged to inform Seller about them in each call.

Buyer declares and guarantees that:

- a) the consignee possesses valid authorization as tax warehouse or registered consignee, or exempted organization for receiving goods under duty suspension arrangements, and
- b) the copy of the excise licence shall be sent to Seller, and
- c) In case of changes of the above registrations or authorization, Buyer informs Seller promptly about this fact.

In case Buyer is not the consignee of the Product, Buyer commits itself to ensure that the obligations stipulated above shall be binding to the consignee as well, except direct excise delivery.

Should Buyer arrange the transportation of products Buyer undertakes to pay the common charges stated by the relevant customs office (excise duty, other costs) on weight losses of transport to Seller, if such charges are levied on Seller by the customs office.

Should Buyer breach any of the above declaration, Seller upon acknowledgement has the right to forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a rectifying invoice/debit note. Buyer shall settle the amount of rectifying invoice or debit note within 8 days from their date of issuance.

In case of delivery under EMCS system on FCA or FOB delivery basis, and, in case of chain transactions further on DAP, CPT, CFR railway and barge delivery basis:

By each performed delivery, Buyer sends its "Declaration" as per Appendix of the Contract to Seller, signed and stamped duly by the Buyer according to Article "Supply of (excise or non-excise) products within the territory of the European Union " of "General Tax Provisions".

In case of deliveries under EMCS system, in general, no paper-based Waybill signed by the Buyer/Consignee is required to be returned by Buyer/Consignee. Notwithstanding the above, in addition to "Declaration", paper-based Waybill signed by the Buyer/Consignee is required to be returned by Buyer/Consignee in the following cases:

- a) If transactions are concluded on FCA and FOB delivery basis, or
- b) the relevant tax authority requires for tax audit purposes, or
- c) In case of fallback of electronic EMCS procedure (malfunction of electronic EMCS system) both paper-based Waybill and paper based "Fallback report of receipt" of the Products shall be returned by Buyer/Consignee.

Should Seller be obliged to present any original version of the Waybill to the Hungarian Tax Authority during tax audits – upon the request of Seller – without undue delay, Buyer is obliged to present and hand over the duly signed and stamped itemized Waybills to Seller related to the Contract.

3.3.2. SUPPLY OF EXCISE PRODUCTS TO NON-EU COUNTRY Buyer declares and warranties that the goods leave the territory of the European Union within 120 days of the date of supply.

In case of delivery of excise products all provisions and declarations are applicable as defined in Part „General Tax Provisions” and respectively in Part “Chain transaction and triangle transactions”.

III. LEGAL AND OTHER CONDITIONS

Article 1 APPLICABLE LAW AND ARBITRATION

1.1. LAW 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. The United Nations Convention of the International Sale of Goods (Vienna 1980) with respect to the supply of Products shall not apply.

1.2. ARBITRATION 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 in 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 language governing the contract shall be applied during the procedure.

1.3. WAIVER OF SOVERIGN IMMUNITY To the extent that one or more of the parties may in any jurisdiction whatsoever claim or permit to be claimed for itself or any of its agencies, instrumentalities, properties or assets, immunity (whether characterised as sovereign or otherwise, or as arising from an act of State or sovereignty) from suit, set-off, interim relief, injunction, enforcement action, execution of any judgment or arbitration award, attachment (whether in aid of execution, before judgment or otherwise) or from other legal process including, without limitation, immunity from service of process and immunity from the jurisdiction of an arbitral tribunal, each such party or parties hereby expressly and irrevocably waives and abandons absolutely to the fullest extent permitted by law any such claim to immunity which it may have now or may subsequently acquire on its behalf or on behalf of its agencies, instrumentalities, properties or assets, including but not limited to its bank accounts (present or subsequently acquired and wherever located).

Article 2 LIABILITY

Neither Party shall be liable for loss of profit, loss of revenue, overhauls, consequential, indirect or special losses or special damages arising out of or in any way connected with the performance of or failure to perform their contractual obligations set-out in this Contract. Except in case when the loss and/or damage is caused by gross negligence or wilful misconduct of a Party, the total liability of either Party related to any claim for direct loss and damages arising out of, connected with, or resulting from the sale, delivery, purchase and use of the Products sold or purchased under this Contract, shall not exceed the amount corresponding to the total final price of the delivery.

Notwithstanding the above provision or any other regulation to the contrary, MOL shall be entitled to recover any losses suffered in connection with any derivative instrument which may relate to the physical sale, purchase and storage of Products. Such losses, if suffered by MOL, shall always be deemed to be foreseeable and recoverable. To the extent permissible by law, Seller shall not be responsible in any respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of the Product delivered hereunder.

Article 3 NON-DISCLOSURE CLAUSE

The Parties agree to keep confidential the existence of and terms and conditions of the Contract, state that each party may disclose the existence and terms and conditions of the Contract pursuant to an order of any court of competent jurisdiction, or as may be required by any applicable law, regulation, or by any governmental or other regulatory authority having jurisdiction over the Parties, or to any of its affiliates, professional advisors, auditors, insurers, finance-accounting, legal, HR, insurance, additional financial or debt collection service providers, or 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 the MOL, or agents and/or brokers or in connection with any dispute or court or arbitration proceedings, 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

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the agreements that are connected to the required security. The confidentiality obligations contained in this Contract shall survive the termination or expiry of this Contract for a period of three years.

Article 4 FORCE MAJEURE

Neither Seller nor Buyer shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than the obligation to make payment, where such failure or delay is caused by a "Force Majeure Event". For the purposes of this Article, a Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- a) Acts of God, flood, drought, earthquake or any other natural disaster;
- b) Epidemic or pandemic
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Article, or companies in the same group as that party)
- g) interruption to service at any MOL facilities, including refineries, caused by breakdown of machinery and/or equipment

The party whose performance is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event ("Affected Party"), shall as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, give written notice to the other party about the Force Majeure Event and its expected duration.

On the giving of such notice, the affected obligations of the Affected Party under this Contract shall be suspended. For the avoidance of doubt, the reciprocal obligation of the party not affected by Force Majeure, including Seller to make delivery or Buyer to receive delivery and/or make any associated payments shall be suspended until such time as the Affected Party is able to resume performance of the affected obligations up to a total of 30 (thirty) days. After that time, either party may terminate this contract with respect to such delivery upon written notice to the other party.

Article 5 TERMINATION OF THE CONTRACT

Either Party shall have the right to terminate this Contract by sending a prior notice in writing to the other Party, if the other Party commits a material breach of the GT&C and the Contract obligation and fails to remedy the same within three (3) calendar days after receiving the notice which describes the nature of such breach and demanding that the same be remedied.

Either Party shall have the right to terminate this Contract with immediate effect by sending a prior notice in writing to the other Party, if the other Party:

- a) is in bankruptcy, insolvency or other proceedings analogous in nature or effect, are instituted by or against the other Party, the other Party is dissolved or liquidated, whether voluntarily or involuntarily, a receiver or trustee is appointed for all or a substantial part of the other Party's assets or the other Party makes an assignment for the benefit of creditors;
- b) violates its non-disclosure obligations undertaken in the Contract.

Furthermore, Seller shall have the right to terminate this Contract with immediate effect and without liability for indemnification by sending a prior notice in writing to the other Party, if the other Party:

- c) materially violates the provisions of the Business Partner Code of Ethics of MOL Group; or
- d) violates the provisions of the HSE Regulations applicable within the territory of MOL; or
- e) statement or behaviour/action of Buyer damages MOL reputation, business trustworthiness; or
- f) has a debt outstanding for more than 30 days against any member of MOL Group, the sum of which is at least EUR 1,000 per any member of MOL Group or the aggregate of all its debts outstanding for more than 30 days against the members of 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).

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In case of termination, the Parties are obliged to settle all costs incurred until the day of termination. The expiry or termination of this Contract does not affect the payment obligation of Buyer in relation to the Product already delivered under the Contract and the Parties' obligation to settle claims. In case of termination of the Contract, the Parties reserve the right to enforce its rights arising from breach of this Contract, including the right of being indemnified.

Article 6 PENALTIES

6.1. **NON-PERFORMANCE** If, due to any reasons attributable to Buyer MOL terminates or rescinds the Contract, Buyer is obliged to pay a penalty on non-performance that equals to 10 % of the contractual value as the basis of penalty.

6.2. **VIOLATION OF NON-DISCLOSURE OBLIGATION** If the Buyer violates its non-disclosure obligation, it shall pay penalty that equals to EUR 100,000.

6.3. **VIOLATION OF HSE REGULATIONS** If the Buyer or its subcontractor violates the HSE regulations on the registered office, business premises and branch offices of MOL during performing the Contract, it shall pay penalty as to the Appendix of "HSE requirements for carriage of dangerous good (on roads/inland waters) in sites and premises of MOL member companies" (hereinafter referred to as: HSE regulations) available on <https://molgroup.info/en/about-mol-group/supplier-center/hse-appendix-of-contracts>

The facts and faults which may be assessed during the on-the-spot checks carried out by MOL and which are bases for the application of penalty and the other conditions of the penalty-calculation are regulated in Appendix of the HSE regulations. Buyer shall also be responsible and shall pay penalty for the violation of the HSE regulations by his subcontractors.

6.4. **GENERAL RULES OF PENALTY** MOL is entitled to enforce the different types of penalties against the Buyer together. In line with the rules of indemnification, MOL is entitled to claim compensation for damages exceeding the amount of the penalty. MOL may enforce the amount of the penalty in a separate demand letter that shall be paid by Buyer via bank transfer within 15 days of the receipt thereof.

Article 7 RULES AND REGULATIONS

7.1 REACH This REACH clause (substance or intermedier) is to be applied for all products except for Benzene and Petrol Coke as to the REACH registration type of the component(s).

7.1.1. Parties establish that the Product(s) subject to the contract fall(s) under the 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 refer to as : "REACH Regulation") and/or Regulation (EC) No 1272/2008 of the European Parliament and of the Council concerning the Classification, Labelling and Packaging of substances and mixtures (hereinafter: "CLP Regulation"). Buyer declares that it is aware of the provisions of the REACH and CLP Regulations and undertakes to fully comply with the provisions applicable to it. Parties agree to cooperate in every respect to comply with the provisions included in REACH and CLP Regulations.

7.1.2 Buyer acknowledges that the Manufacturer or Importer of the Product has submitted a registration for the Product subject to the contract in accordance with the REACH Regulation for the uses specified in Section 1.2 of the Safety Data Sheet (hereinafter: SDS), accordingly the Product has been registered for these uses. Seller places the Product on the market only for the uses mentioned above and Buyer takes over the Product for a use covered by those.

7.1.3 Seller declares and Buyer acknowledges that the Product was notified to the Member State(s)'s Poison Center where the product is placed on the market directly by Seller according to Annex VIII of CLP Regulation (countries listed in Appendix 4.). Buyer acknowledges and declares that in case there is any change in the conditions of the submission (e.g. the product will be sold in a different Member State(s) by Buyer, any change in the packaging/labelling/brand), Buyer is responsible to inform Seller about the changes, unless the Buyer submit the notification to the new countries' Poison Center by itself. If Buyer fails to inform Seller about the new conditions, Buyer shall bear sole and exclusive liability and indemnify Seller from all costs, penalties or any other loss occurred due the silent information.

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List of relevant products and member state countries is attached in the Appendix 4. in case of direct sales by seller of listed products and countries seller undertakes to notify the relevant State's Poison Center.

By signing this contract Buyer ensures that if the Product is resold to third parties, he communicates all the information related to Annex VIII. of CLP Regulation to his buyers and forward all the received information to Seller if he receives any from the third party.

Buyer acknowledges that Seller has prepared the SDS of the Product according to the REACH Regulation and with respect to the Identified Uses.

Buyer confirms that he has received the SDS of the Product in printed or electronic form as an Annex of this contract, he has studied and understood the information included therein and will proceed during the use or possible resale of the Product in compliance with such information and the provisions of REACH Regulation.

Parties agree that if the SDS is updated, Seller will send the new, dated version of the SDS to Buyer in electronic format (via e-mail attached, via a link provided in an e-mail or on data medium). Buyer - by signing the present contract - declares that it acknowledges the above given means of electronic transmissions as appropriate transmission means in accordance with Article 31 (9) of the REACH Regulation.

Parties agree that the Seller shall send SDS to the Buyer in electronic form as an e-mail attachment, or through link, using the e-mail address indicated in the in the valid contract between the Seller and Buyer, in the chapter of "Notification via electronic mail (e-mail) Contacts."

SDS, sent in this manner is equally valid as SDS sent in paper form.

7.14 Buyer acknowledges that it is liable for the compensation of all damages occurred in connection with the breach of the provisions of the REACH and CLP Regulations or its obligations of cooperation.

7.2. GDPR, PROCESSING AND PROTECTION OF PERSONAL DATA The Parties shall provide for the protection of natural persons with regard to the processing of personal data and the free movement of such data and comply with provisions of Regulation 679 of 2016 repealing Directive 95/46/EC (hereinafter referred to as: General Data Protection Regulation or GDPR), and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

Pursuant to the provisions of, and during the performance, of the Contract – with reference in particular to the scope of contact data -, the Parties hereto shall proceed as independent controllers, and shall assume exclusive responsibility for their processing activities, and for providing processing-related information relevant to the performance of the Contract to their staff and contacts on contractual matters potentially acting on their behalf during the performance of the Contract. The Parties shall process the following contact person data: name, position, e-mail address, fax number, telephone number, and other data required for the performance of the Contract (e.g., times and dates of availability related to performance).

7.2.1. In particular, the purpose of data processing by Seller is:

- a) to operate the Contract, manage complaints and settle generated transactions,
- b) to provide Contract-related information, newsletters (general marketing messages, information leaflets), other information and invitation to various events (exhibitions, customer forums, etc.),
- c) to conduct Buyer satisfaction survey relating to the Contract (Seller's Products, related services and complaints management).

Further, in respect of processing operations performed by Seller, the contents of Seller's privacy notice, made available by Seller to Buyer at the time of executing the Contract, shall also be exemplary. If existing and accessible, Buyer shall also make its privacy notice available to Seller by the time specified above and cooperate with Seller in view of aligning and harmonising processing operations in order to achieve the purposes defined above. In addition, Buyer shall inform its contacts on contractual matters and its employees acting on its behalf during the performance of the Contract about the contents of Seller's privacy notice.

Seller shall process personal data exclusively for the processing purposes defined above or specified in its privacy notice made available; however, associated with these purposes processing shall include

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the use of concerned personal data in all forms required to meet the processing purposes. By executing the Contract, Buyer shall agree to the contents of Seller's privacy notice.

7.2.2. Seller shall retain the personal data it processes until the achievement of the purpose of processing, observing the data retention periods defined in its privacy notice made available.

7.2.3. The Parties shall confirm that they are in possession of the legal grounds required for transmitting personal data and shall inform the entities concerned about transmitting personal data prior to the execution thereof according to the terms of the above privacy notice. In this context, Buyer shall expressly acknowledge the right of Seller to use the activities and support (including joint data processing) of its controller and processor partners specified in the privacy notice to perform the particular processing operations.

Upon request by either Party, the other Party shall send the above information together with the data or subsequently to the requesting Party.

The information notice shall include the requirements set out in the GDPR. This information shall be provided to the requesting Party in printed or electronic format in a readily understandable manner and within the shortest timeframe, no later than within 30 days of the date of submission of the request. As for the extension of the time limit, provisions of Article 12 of the GDPR shall apply.

7.2.4. The Parties, their contacts on contractual matters and staff acting on their behalf shall be entitled to enforce their rights and legal remedies related to processing in compliance with the privacy notice and legal provisions referred to above and shall assume their respective liabilities according to the terms set out therein.

7.3. **INCOTERMS** All delivery terms mentioned in this GT&C are to be understood according to the INCOTERMS 2020. In case of some product types other INCOTERMS version are used. If they are different version from INCOTERMS 2020, the INCOTERMS versions referred in the corresponding Products Specified Contractual Terms and Conditions are to be applied.

7.4. **DUTY OF NOTIFICATION IN EKAER IN CASE OF INTRA COMMUNITY TRANSACTIONS** If the goods are transported by road Buyer accepts that transport can only be started in possession of an EKAER (Electronic Public Road Trade Control System)_number in accordance with Act XCII of 2003 on the Rules of Taxation or in possession of BIREG registration number in accordance with Hungarian Government Decree No. 179/2011. (IX. 2.). Buyer is obliged to provide MOL with the data necessary for the notification in the Order, or at the latest before the deadline specified by the law.

In the event of a change regarding the originally given data falling in the sphere of the Buyer, the Buyer shall immediately provide MOL with the changes.

If Buyer fails to provide the data necessary for the EKAER notification requested by MOL before beginning the execution of the transport, MOL shall not be liable for the delay resulting from this omission of Buyer unless the delay is due to gross negligence or intentional behaviour of MOL.

Buyer undertakes to pay the charges stated by Hungarian tax authority (penalty or other costs) on non-compliance of EKAER data supply due to the failure of Buyer, should such charges be paid by Seller to the tax authority. These charges must be paid by Buyer against debit note issued by Seller within 15 days from its receipt. HUF will be converted into the relevant currency at the official exchange rate of EUR/ HUF or USD/HUF published by National Bank of Hungary (MNB) on the day of its payment to the tax authority.

7.5. **ACCEPTANCE OF BUSINESS PARTNER CODE OF ETHICS** By the execution of the Contract, the Buyer certifies that it has reached the Business Partner Code of Ethics of MOL Group on <https://molgroup.info/en/sustainability/ethics-and-governance>, it has studied and understood what has been stipulated therein and agrees to be subject to the obligations deriving therefrom.

7.6. **ACCEPTANCE OF HSE REGULATIONS** The Buyer undertakes to fully comply with the internal HSE Regulations (working-, fire-, environment protection, traffic etc. rules) effective within the territory of Seller (available on Seller's website <https://molgroup.info/en/about-mol-group/supplier-center/hse-appendix-of-contracts>).

By signing the Contract, Buyer certifies that it has studied and understood what has been stipulated therein and agrees to be subject to the obligations deriving therefrom.

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If Buyer uses a subcontractor, Buyer undertakes that it strictly makes the subcontractor study and comply with the internal HSE Regulations (working-, fire-, environment protection, traffic etc. rules) effective within the territory of Seller.

7.6.1. **DUTY OF NOTIFICATION** If the representatives and/or subcontractors of Buyer suffer or cause an accident within the territory of MOL they are obliged to report without delay to the representatives of the HSE organization and, furthermore, obliged to fully cooperate with the competent authorities and representatives of the HSE organization for the purpose of investigating and clearing up of the circumstances of the accident.

Article 8 OTHER CONDITIONS

8.1. NOTIFICATIONS

8.1.1. **NOTIFICATIONS BY 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 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.

8.1.2 **NOTIFICATION VIA ELECTRONIC MAILING SYSTEM_(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) via electronic mailing system.

Contact details of the contact persons during the performance of the Contract of MOL and Buyer are indicated in the Contract.

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

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

The Parties are not entitled to refer in front of any court or authority to that the emails created pursuant to the provisions of the contract are not in line with the formal requirements of the 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 terminated by electronically sent mail.

8.2. **REFERENCE** Both parties are entitled to refer to the Contract or their cooperation with the other Party 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 the other Party, Parties 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.

8.3. **SEVERABILITY** If any provision (or part thereof) of this Contract is declared invalid, illegal or unenforceable by a court or arbitral tribunal of competent jurisdiction or becomes invalid, illegal or unenforceable due to either party's compliance with applicable laws, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part thereof shall be deemed deleted. Any modification to or

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deletion of a provision or part thereof under this clause shall not affect the validity and enforceability of the remainder of this Contract, unless the Parties would not have concluded the Contract without the provision proved to be void or invalid.

8.4. **TRANSFERABILITY/ASSIGNMENT** MOL 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 Buyer. By signing the Contract, Buyer irrevocably consents to any such transfer/assignment.

8.5. **SURVIVABILITY** If, for any reason, the Contract shall be terminated then such termination shall be without prejudice to any rights, obligations or liabilities of either party which have accrued at the date of termination but have not been performed or discharged and any parts of the Contract having any reference thereto or bearing thereon shall, notwithstanding the termination of the Contract for any reason, continue in force and effect.

8.6. **FULL AGREEMENT CLAUSE** The Contract constitutes the full agreement between the Parties regarding the subject matter. 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.

8.7. **SIGNING OF CONTRACTS** The Contract may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts, whether signed electronically or by paper means.

8.8. **MODIFICATION** 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.

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.

8.9. **WAIVER** A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. A single or partial exercise of such right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

8.10. **SANCTION CLAUSE** Parties warrant that the subject of the present Contract, as well as any further transactions between any of the Parties and third parties regarding the subject of the present Contract, furthermore the Parties themselves and their representatives involved in the Contract are not subject to restrictive measures administered by the United States of America, the United Nations Security Council, the European Union, a Member State of the European Union or the United Kingdom (hereinafter referred to as: **Trade Restrictions**). Neither party shall be obliged to perform any obligation required by the Contract (including without limitation an obligation to perform, deliver, accept, sell, purchase, pay or receive money to, from, or through a person or entity), if such performance violates applicable Trade Restrictions.

8.11. **ANTI-CORRUPTION CLAUSE** Seller and Buyer warrants that, in connection with the Contract under the present GT&C, they will 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, Buyer and Seller 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:

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- a) 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, supplier or customer 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.

Appendix	Name of the Appendix
	Directly connect to the Contract
Appendix 1	DECLARATION Type '1' For supply of products to NON EU Countries
Appendix 2	Privacy Notice referring to intra-Community transactions
Appendix 3	Document and declaration matrix (ENG/HUN)
Appendix 4	Countries where Poison Center notification was submitted