

PRODUCT SPECIFIC CONTRACTUAL TERMS AND CONDITIONS FOR BLACK PRODUCTS

IN GENERAL

The GT&C and this Product Specific Contractual Terms and Conditions (PSCT) is valid for all black products to be sold outside of Hungary except for the petrochemical products and marked gasoil (bunkering).

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

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

The GT&C and PSCT are available on MOL's website ([General Terms and Conditions - Products and Services - MOLGroup](#)) in printable version.

ARTICLES OF GENERAL TERMS & CONDITIONS OF SALES IN DETAILS

CALL-OFF, TIME OF DISPATCH

1. Concerning the time of dispatch, the Parties' written, mutual consent shall be considered as authoritative.
2. Buyer shall call off in written form (via e-mail) the quantity of the Product corresponding to the whole loading volume of one or more road trucks/ railway train/ barge.
 - In case of **bitumen deliveries by road**: latest till 14:00 hrs 1 day before the required loading date and latest till 14:00 hrs 2 days before the required delivery date
 - In case of **bitumen deliveries by rail**: at least 5 working days before the required loading date or 10 working days before the required dispatch date.
 - In case of **petrolcoke deliveries by road**: minimum 3 days before the required loading/delivery date
 - In case of **petrolcoke deliveries by rail and barge**: minimum 10 days before the required loading/ dispatch date
 - In case of **sulphur deliveries by road**: latest till 14:00 hrs 1 day before required loading/delivery date
3. The call-offs shall contain the following information: name and code number – if any – of the Product, quality, quantity, destination of the Product, consignee of the delivery, required delivery date, delivery instruction.

Additionally

- in case of **road delivery in Buyer's road truck**: name of the carrier and identification number of the vehicle;
 - in case of **rail delivery in Buyer's RTCs**: name of the carrier and the list of RTC IDs;
 - in case of **barge delivery in Buyer's barge**: name of the barge and shipping agent.
4. Seller shall send a dispatch advice containing the date of dispatch, the weight of the goods delivered and the identification- number or name – of the vehicle, no later than on the first working day after dispatch of the Product.

REGULATIONS

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

REACH clause for Petrolcoke:

- a. Parties establish that the Product (substance, article, mixture) subject of the Contract is in 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: REACH Regulation), but according to Article 2. (7) point b) and according to Annex V., the Product is exempted from REACH. Buyer declares that it is aware of the provisions of the REACH Regulation 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 Regulation.
- b. Buyer acknowledges that the Manufacturer or Importer of the Product has submitted a notification to the European Chemical Agency with the data, requested in the Regulation (EC) No. 1272/2008 of in the European Parliament and of the Council on classification, labelling and packaging of substances and mixtures.
- c. Buyer confirms that he has received the Safety Data Sheet (SDS) of the Product in printed or electronic form as Appendix of the 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 the Buyer in electronic format (via e-mail or on data medium).

The Parties shall use e-mail addresses of the Buyer and the Seller included in the relevant Clause of the Contract for sending the declarations of the Seller related to the SDS. The parties shall inform each other immediately on any change of e-mail addresses. The SDS-s and the related declarations sent out in an electronic format or as an e-mail message using the e-mail addresses mentioned above shall reach the Buyer without an official company signature or identification substituting it. The Parties shall acknowledge this, and they shall consider them as accepted unless proven otherwise. The contracting Parties mutually declare that they consider the e-mail messages concerning the SDS sent during their contractual relationship as if they were duly signed hard copy written documents by employees holding the authority to sign by authorised signature or as an appointed agent, thus both the person of the sender and the contents of the letter are deemed to be authentic unless proven otherwise, and they consider the declaration delivered by sending it to the given e-mail address. Regarding the e-mail messages generated in accordance with the rules laid down in this Contract, Parties shall not claim in court or any other authority that they were not in compliance with the requirements concerning written representations made in the name of the company, except when it can be proven that they were applied with fraudulent intentions or in any other illegal attempt. Parties agree to consider the notification system to be applied safe and suitable for the purpose at the time the Contract is executed and they undertake to inform the other party immediately when during operation any threat is imminent according to their best knowledge as to the safety of the system. Parties shall bear all responsibility for any delay in providing the information.