

GENERAL TERMS AND CONDITIONS OF PURCHASE

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These General Terms and Conditions of Purchase (hereinafter: “**GTCP**”) together with the Purchase Order accepted comprises the Contract for the supply of Goods specified in the Purchase Order. For issues not regulated in other documentation of the Contract, the terms of GTCP will govern. Should any discrepancy occur between any contractual conditions laid down in the Purchase Order or in the GTCP, conditions of the Purchase Order will prevail.

These GTCP are issued by MOL Hungarian Oil and Gas Public Limited Company (seated: H-1117 Budapest, Október huszonharmadika u. 18, short name: MOL Plc.).

Date of issue of GTCP: 2015.04.01.

The GTCP enters into force with effect from the date of issue.

1. Definitions

- 1.1 “**MOL Group**”: means MOL Plc and those companies wherein on supreme body MOL Plc, directly or indirectly, bears more than 50 % of votes or where MOL Plc, directly or indirectly, exercises majority ownership or otherwise controlling rights based on a contract concluded with the other owner(s).
- 1.2 “**Goods**”: mean the things specified in the Purchase Order (materials, goods, assets, products etc.) which the Supplier is obliged to hand over to Customer in line with the provisions of the Contract.
- 1.3 “**Parties**”: mean Supplier and Customer collectively.
- 1.4 “**Customer**”: means MOL Plc submitting the Purchase Order to Supplier in order to purchase the Goods.
- 1.5 “**Purchase Order**”: means Customer’s proposal for purchasing the Goods; should Supplier approve it without any modification or upon the confirmation of Supplier’s modifications approved by Customer, contractual rights and obligations occur between the Parties.
- 1.6 “**Contract**”: means the Purchase Order accepted by both Parties and these GTCP together.
- 1.7 “**Purchase Price**”: means the value of the Goods laid down in the Purchase Order, expressed in currency specified therein. The Purchase Price includes the costs fixed and detailed in the Purchase Order. If it is not specified otherwise in the Purchase Order, the Purchase Price includes the costs of packing, transport up to the place of performance, insurance, and all incidental charges and management expenses, including the costs of import licence, if any. Taxes (e.g. VAT) and other fees enforceable like taxes shall be indicated separately.
- 1.8 “**Supplier**”: means the party who is obliged to supply the Goods to Customer in line with the Contract.
- 1.9 “**Way Bill**”: means a document (delivery note) confirming the handover-takeover of the Goods; Supplier has to send it together with the Goods or hand it over together with the Goods in a number of copies and with a content specified by the Customer.

2. Methodology for Determining the Purchase Price

- 2.1 The Supplier shall apply the same pricing principles, rules and methodology for determining the Purchase Price of the Goods in case of all Purchase Orders falling under the effect of these GTCP.
- 2.2 Upon request of Customer, Supplier is obliged to present in writing the applied pricing detailed in line with the exact technical content so Customer be able to check the fulfilment of the requirement set forth in Clause 2.1. The specification of the applied pricing shall include the following data, as appropriate:
 - unit price, value, expressed in net amount
 - separately charged costs of transport-loading and other costs, if any, expressed in net amount

3. Acknowledgement (Acceptance) of Purchase Order

- 3.1 The Customer places the Purchase Order for the delivery of Goods on the basis of Supplier’s offer studied (as per Clause 2.2). The Supplier accepts the Purchase Order and the GTCP in writing by a duly signed confirmation within 5 (five) business days following the receipt of the Purchase Order, or within the period of time specified by the Customer in the Purchase Order.

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- 3.2 Parties also consider the Purchase Order and the GTCP accepted if the Supplier does not confirm the Purchase Order within the period of time specified above (in Clause 3.1), but it supplies the Goods specified in the Purchase Order.
- 3.3 The Purchase Order shall include the following data as a minimum:
- number and date of the Purchase Order,
 - main data of the Parties (denomination of the Supplier and its contact details, denomination of the Customer, name and contact details of the person who created the Purchase Order),
 - denomination and quantity of the Goods,
 - place of performance,
 - deadline of performance,
 - purchase Price,
 - denomination of the receiver of the invoice,
 - address for receiving the invoice, if it is other than that of the receiver of the invoice,
 - parity in accordance with INCOTERMS 2010, terms of payment of transport,
 - country of origin.
- 3.4 The provisions set forth under point 16.2 shall apply to Purchase Orders and acknowledgements sent in electronic way (via e-mail).
- 3.5 The Customer excludes any liabilities with regard to placement or modification of any Purchase Order for the Goods originating from a person other than its duly authorised representative.
- 3.6 Upon accepting the Purchase Order according to the rules set forth in points 3.1 and 3.2 above, Supplier acknowledges and declares that:
- the Goods were released for free circulation in the European Union and
 - the sales of the Goods is a two-party transaction, whereby the Goods will be supplied directly from Supplier to Customer, and no third party will be involved in the sales transaction except for the carrier.

If the supply of Goods does not correspond with the above conditions Supplier shall be liable for all damages incurred by Customer in this respect, which includes also the reimbursement of fines imposed by the tax authority.

4. Performance

- 4.1 In exchange for the Purchase Price, the Supplier is obliged - with the reasonably expected professional competence and care - to deliver the Goods in a volume, quality and type specified in the Purchase Order to the Customer at the time, place and under the conditions specified therein, acknowledge these conditions as binding (including all related additions, modifications, specification and other documentation referred to in the Purchase Order). Simultaneously with the takeover of Goods, the Supplier is obliged to hand over the works test certificate of the Goods, protocols, manufacturer's certificates, and all information required for using the Goods according to purpose and for the maintenance and repair of the Goods (e.g. instructions for operation).

In the document accompanying the Goods (material, assets etc.), the Supplier is obliged to indicate the weight and volume per unit, customs tariff number and EAN code of the delivered Goods.

Supplier shall indicate the country of origin, the customs tariff number, the gross and net weight of Goods, the type of packaging material on one of the commercial documents.

The Goods delivered shall be accompanied by the following documents: original copy of CIM/CMR and original copy of the certificate of quality issued by the certified laboratory of Supplier.

Supplier shall send the safety data sheet, technical data sheet and commercialisation permit prescribed by the relevant rules of law in electronic form and by post.

- 4.2 Supplier shall supply the Goods in packing specified in the rules of law or the Purchase Order, or other suitable packing that ensures the integrity of the Goods during the whole period of loading and unloading and transportation. Customer's purchase order number and delivery address should be indicated on each package and document. Supplier is obliged to forward every package accompanied with a detailed packing list.
- 4.3 The delivery deadline means the final date set forth in the accepted Purchase Order by which the Supplier shall offer the Goods for takeover to the Customer at the place of performance. The Supplier is entitled to advance delivery only if its request for the advance delivery has been accepted by the Customer in writing.
- Supplier is obliged to notify the Customer about the detailed information of the Goods and their dispatch via fax and/or in electronic way at the time set forth in the Purchase Order.

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Prior to the acceptance of delivery, the Customer is entitled to check the volume and quality of the Goods item by item or by spot check.

- 4.4 Custody and risk of loss in the Goods shall pass to Customer when the shipment reaches the delivery point as to the relevant INCOTERMS 2010. The Customer shall acquire the ownership rights to the Goods, as soon as the shipment reaches the delivery point according to the relevant INCOTERMS 2010 specified in the Purchase Order.

Upon the delivery of Goods, Customer returns the confirmed delivery note and CMR/CIM without undue delay.

- 4.5 If the Goods fall under the scope of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter: "**REACH Regulation**") and/or Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labelling and Packaging of Substances and Mixtures (hereinafter: "**CLP Regulation**"), Supplier warrants to fulfil all compulsory obligations as prescribed in REACH Regulation and CLP Regulation in line with the applicable deadlines set out in the regulation. Supplier shall supply the Goods to Customer in compliance with REACH Regulation and CLP Regulation.

Supplier shall send the Hungarian Safety Data Sheet together with the confirmation (acknowledgement) of Purchase Order at the latest. The Safety Data Sheet shall meet all provisions of the REACH Regulation and shall form an integral and inseparable part of the Contract. If the Contract is concluded before the registration deadline set forth in the REACH Regulation in respect of the Goods supplied, Supplier warrants to send the registration number to the Customer immediately after the registration is completed.

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

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

5. Invoicing and Payment Terms

- 5.1 In case the obligations specified in the Contract are performed in accordance with the Contract, Supplier is entitled to issue an invoice.

Supplier is only entitled to submit its invoice for deliveries completed without actual volume and quality defects, properly confirmed by the Customer. The Purchase Order SAP/SRM number shall always be indicated in the invoice submitted. In lack of these data, the invoice shall be regarded as faulty in terms of form and the Customer shall have the right to return it without settling.

The Purchase Price does not include VAT. VAT is to be declared by the Customer according to the rules for intra-community delivery of products as described in Article 138 of Council directive 2006/112/EC. The following text is to be indicated in each invoice: Intra-Community supply, 0% VAT/exempt from VAT according to Art 138 (1) of Council Directive 2006/112 EC of 28 November 2006. Invoices issued by the Supplier shall meet the provisions of Article 220-240 of 2006/112/EC Directive.

Customer declares that it does not have permanent establishment on the territory of the Hungary according to the Council Implementing Regulation EU 282/2011. The eventual establishment which the Supplier has within the territory of Hungary does not intervene in the supply of Goods according to the Contract.

- 5.2 Supplier is obliged to submit one (1) copy of the invoice issued for Customer together with the document certifying the verification of performance to the address of Customer assigned for receiving invoices without delay, but not later than within five (5) days from the date of delivery.

Customer considers only the invoices sent to the specified address by mail as served.

- 5.3 Supplier is obliged to make out its invoice in conformity with the form, content and arithmetical requirements set forth in applicable rules of law and the Contract. To verify performance, the Way Bill confirmed by the Customer shall always be attached to the invoice. The Way Bill shall also contain the unit prices that may not be higher than those specified in the Purchase Order.

- 5.4 The payment of the invoice may not be construed as a waiver from any of Customer's right arising from the

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Contract or rules of law.

- 5.5 In all cases, the Supplier is obliged to indicate its bank account number, the name of its main bank and its tax registration number on the invoices issued. Assignment (transfer to other bank account number), factoring, forfeiting may only be applied based on separate agreement concluded with the Customer.
- 5.6 The Customer is entitled to withhold the amount of penalty to be paid by the Supplier from the Purchase Price.
- 5.7 The Customer should settle the value of the invoice via bank transfer, if such invoice fully meets the legal requirements effective from time to time, **until the 60th day** upon receipt of such invoice at the place specified in the Purchase Order.

If the payment deadline of the invoice is holiday or bank holiday, the Customer is entitled to settle the payment on the next working day.

The Customer shall bear the charges of the Customer's bank; any other costs to be charged by any other (corresponding and beneficiary) bank participating in the transaction shall be born by the Supplier.

The currency for invoicing, accounting and payment shall be: EUR (Euro).

Payment obligation of the Customer is considered to be settled by the day his bank account is debited.

Customer does not effect any advance payment.

- 5.8 If the invoice fails to comply with the provisions of the Contract, or other provisions of the Contract being prerequisites of payment are not satisfied, the Customer should, in writing, call for rectifying the defects. In this case, the date of payment provided for under the Contract will start on the date of the receipt of the correctly issued invoice.
- 5.9 In case there is any obligation arising after a deadline by the Supplier towards Customer the Customer is entitled to set-off the amount of matured liability to any of its payment obligations towards Supplier originating from the Contract or other legal relationship and to inform the Supplier on this act at the same time.

In case of all other set-offs Parties shall agree separately upon its rate and mode.

5.10 **Delay in Payment**

5.10.1 Default interest:

If the party obliged to pay as per the provisions of the Contract fails to settle the amount payable pursuant to the Contract by the due payment deadline thereof, he will be at default. The party in delay shall pay a default interest on the overdue amount for the period of the delay i.e. from the due date up to the date of actual payment the rate of which is 1 month EURIBOR valid on the first workday of the month when the party falls in delay and quoted on such workday displayed on Reuters Monitor Money Rate Service on the page "EURIBOR".

5.10.2 The party in default is obliged to pay to the entitled party the accumulated overdue interest within 8 days from the receipt of the written notice sent by the entitled party. The amount of the overdue interest is calculated considering a 360 days year based on the days actually spent.

The payment of overdue interest has to be effected in the currency specified as the basis of overdue interest to be paid in the payment terms of the Contract.

6. **Guarantee and Warranty**

- 6.1 The Supplier is obliged to provide manufacturer's (producer's) guarantee for the Goods delivered to the Customer the extent of which may not be less than provided for in the relevant rules of law.

Besides the guarantee the Supplier shall provide warranty (in Hungarian: 'jótállás') for the Goods delivered as per the provisions of the Contract. The duration of the warranty shall be as provided for in the relevant rules of law, but at least 12 months from commissioning of the Goods, but no longer than 18 months from the receipt of Goods, depending on which occurs first.

- 6.2 As per the above provisions Supplier expressly guarantees and warrant that the performance is in conformity with the Contract, i.e. provides that upon performance the Goods:
- (a) are in conformity with the conditions set forth in the Purchase Order, rules of law (including the legal regulations on product liability) and authority regulations,
 - (b) are fit for the purpose(s) they were produced and sold for, the purpose the Customer intends to use it for, including the special purposes the Supplier is or should be aware of,

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- (c) are free of defects (including visible and latent deficiencies),
- (d) are free of third party claims or rights of any kind,
- (e) are transferred into ownership on legitimate title.

6.3 If during the period of guarantee and warranty the Goods fail to conform to the provisions set forth in Clause 4 and/or to the attributes described in the Purchase Order, the Supplier immediately upon receipt of the Customer's notice, is obliged to perform one of the following remedies, upon the discretion of the Customer, at Supplier's expense:

- (a) rectifying the deficiencies in full, or
- (b) replacing the Goods, or
- (c) granting an appropriate price discount to the Customer.

If, within 7 business days following the receipt of the Customer's notice, but not later than within the period specified in the Purchase Order, the Supplier fails to rectify deficiencies or to replace the defective or non-conforming Goods, the Customer is, with a prior notice sent to the Supplier, entitled to perform the repair or replacement or have the same performed by third party at the Supplier's expense, unless otherwise provided by the Customer in the Purchase Order.

6.4 The Supplier shall be liable for compensation with regard to third party claims lodged against the Customer due to the infringement of any warranty rights or related thereto.

7. Disclosure Obligations of the Supplier

7.1 During the term of the Contract, the Supplier is obliged to immediately notify the Customer in writing, if bankruptcy or liquidation proceedings was initiated against it, or its competent organ decides on voluntary dissolution, or its solvency, due to any reasons, deteriorates to an extent that it jeopardises the correct performance of the Contract.

7.2 During the term of the Contract, the Supplier is obliged to immediately notify the Customer, in writing, of all circumstances that jeopardises timely fulfilment of the obligations set forth in the Contract or could potentially cause unjustifiable increase in costs.

8. Non-disclosure and Confidentiality Clause

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

This provision shall not apply to the disclosure of information by the Customer to third parties providing finance-accounting services or additional financial or claim recovery services to the Customer upon contract, and to the assignee in case of assignment by Customer in respect of the information necessary to execute and perform the assignment, furthermore the information provided by a Customer to a third party if the Contract specifies the providing of financial guarantee and the information is necessary for the agreement to be executed and performed concerning this guarantee. Additionally, this provision does not regard to those companies that are considered as MOL Group members by the internal policy of the Customer. The fulfilment of the confidentiality obligation of MOL Group members is guaranteed by the Customer.

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

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

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

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9. Protection of Reputation

The Supplier is obliged to fulfil its contractual obligations in a way so that the Customer's reputation is not damaged. The Parties are obliged to protect the other party's reputation vis-à-vis third parties.

10. Penalties

10.1 A) If, due to any reasons, obligations deriving from the Contract are not fulfilled within the time period set out in the Contract (hereinafter referred to as late delivery), the Supplier shall pay a compensation for delay, as follows:

The compensation for each day of delay commenced equals to 1% of the Purchase Price of the ordered Goods (hereinafter: "**base of penalty**"), but not exceeding 20% of the base of penalty.

If the Supplier delivers with delay, it shall be liable for setting additional term of performance in agreement with the Customer.

Failure to deliver under the additional term of performance shall be considered as a non-performance of the Contract, but it shall not release the Supplier from the obligation to pay penalty for late delivery.

B) If, due to any reasons attributable to Supplier Customer terminates or rescinds the Contract, Supplier is obliged to pay a penalty on non-performance that equals ~~to~~ 20% of the base of penalty.

In case of non-performance, the Supplier shall have no right to claim any Purchase Price for parts of the Contract affected by such non-performance.

C) If, due to any reasons, performance of the Supplier is not in conformity with the Contract (excluding stipulations of Sections A and B), the Supplier shall pay compensation that equals to the monetary consideration for the contractual obligations in the Contract affected by faulty performance, if it is not possible to determine this amount, it is 20% of the base of penalty.

D) Should the Supplier be reasonably able to foresee that its performance will not be in conformity with the Contract (late or faulty delivery or non-delivery), and fails to communicate it to the Customer, the Customer shall be entitled to claim a compensation amount for this failure that equals to 20 % of the base of penalty.

In addition, the Supplier shall pay penalty imposed on the grounds of late delivery, performance not in conformity with the Contract or non-performance.

E) If Supplier violates its non-disclosure obligations set out in the Contract, it shall pay compensation that equals to 20 % of the base of penalty.

10.2 In line with the rules of indemnification, the Customer is entitled to claim compensation for damage exceeding the contractual penalty. The Customer shall submit the compensation amount in a separate letter and the Supplier shall pay the same, via bank transfer, within 15 days following receipt.

Customer is also entitled to enforce the different types of penalties against the Supplier together.

10.3 Due date of the penalty shall be:

- (a) in case of late delivery (delay), when the delay is eliminated, the additional deadline is expired, or the amount of penalty reached the highest amount payable,
- (b) in case of non-performance when the deadline set for the unsuccessful performance expired,
- (c) in case of performance not in conformity with the Contract, on the day when the additional deadline undertaken for the correction expires,
- (d) in case of failure of communication on the day of acknowledgement of such fact by Customer,
- (e) on the day the non-disclosure obligation is violated.

11. Termination of the Contract

Besides the cases mentioned under point 4.6, if any of the events mentioned in this Clause occurs Customer (unless the nature of the Contract or service does not exclude and the service already received can be returned in its total value) is entitled to cancel the Contract with immediate effect without any liability for indemnification thereof, or (in any other case) to terminate the Contract with immediate effect:

- (a) Supplier and/or any person acting on behalf or as a representative of the same materially violates the provisions of the Business Partner Code of Ethics of MOL Group, or

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- (b) Supplier and/or any person acting on behalf or as a representative of the same violates the provisions of the HSE regulations (working-, fire-, environment protection, traffic etc. rules) in effect within the territory of Customer, or
- (c) Supplier violates its non-disclosure obligations undertaken in the Contract, or
- (d) statement or behaviour/action of the Supplier damages Customer's reputation, business trustworthiness, or
- (e) Supplier fails to deliver in the time set out in the Contract and Customer has no further interest in accepting late delivery, or
- (f) Supplier repeatedly or materially violates its contractual obligations not referred to in the above, or,
- (g) if Supplier has a debt outstanding for more than 30 days against any member of the MOL Group the sum of which is at least EUR 1000 per any member of the MOL Group or the aggregate of all its debts outstanding for more than 30 days against the members of the MOL Group equals to or exceeds EUR 10,000 (in case any debt is outstanding in a currency other than EUR, such debt has to be converted on the rate of European Central Bank for such exchange / EUR (ECB fixing), or
- (h) Supplier is insolvent, liquidation proceeding has been initiated against Supplier.

In case of termination with immediate effect (cancellation) by Customer, the Parties shall settle with one another the service provided until the day of termination (cancellation) and its contractual monetary countervalue - including the breach of Contract and its consequences. In case of rescission by Customer, Parties shall settle with one another all services performed and the contractual countervalue paid until the day when the rescission becomes effective and shall restore the conditions as existed before concluding the contract.

In case of termination with immediate effect (cancellation) Customer reserves the right to enforce its rights arising from breach of Contract, including the right of being indemnified.

The document containing the termination or cancellation shall be delivered to Supplier personally or by registered mail with acknowledgement of receipt.

12. **Force Majeure**

It is not qualified as breach of Contract, if any/either of the contracting Parties cannot perform its contractual obligations due to reasons beyond the control of any of the Parties (force majeure). Circumstances to be considered as force majeure shall mean unforeseen events that cannot be prevented by human efforts (e.g. war, earthquake, flood, fires, terrorist attack, etc.), are beyond the control of the Parties and directly hamper the given party's ability to perform its contractual obligations. Upon request of the other contracting party, the affected party shall present a certificate on the existence of force majeure issued by authorities or by the interest representation organization of the country of origin.

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

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

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

13. **Validity and Indivisibility**

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

14 **Effect of the Contract**

The Contract will enter into effect by the acknowledgement of the Purchase Order as per the provisions of this GTCP and will remain effective until the contractual performance.

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15. **Governing Law and court clause**

Parties agree that all issues covered by the contract – including the validity of the contract, the contractual provisions, declarations, agreements and obligations – shall be governed by the laws of Hungary, and by excluding the conflicting rules of this law.

The Parties shall strive for setting amicably all disputes associated with the Contract.

In the absence of an agreement being reached amicably, the Parties shall refer the dispute to the exclusive competence of the Budapest Second and Third District Court of Justice, if the local courts are competent according to the Hungarian Code of Civil Procedure. In any other cases the Parties settle their legal dispute before the competent court of justice having jurisdiction according to the Hungarian Code of Civil Procedure.

16. **Notifications**

Notification by a letter with certificate of delivery

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

Notification via electronic mail (e-mail)

If Customer sends the Purchase Order via electronic means (in e-mail), Customer is entitled to confirm it in the same form sending his acknowledgement to the e-mail address of the sender or to an other electronic (e-mail) address specified by the sender. If the acknowledgement is transmitted via electronic means Supplier shall attach a copy of the duly signed confirmation to its electronic mail (e-mail). Upon accepting the Purchase Order transmitted via electronic means, Supplier also accepts the following terms and conditions.

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

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

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

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

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

Parties agree that the electronically sent mail (e-mail) shall be only considered official contact way if it is explicitly allowed by the contract. Parties explicitly set forth that the contract shall not be amended or terminated by electronically sent mail.

17. **Amendment of contract**

The Contract - with the exception of the provisions of the GTCP - can only be amended in writing, based on mutual consent of the Parties. Change of company registration data, in particular, registered seat, representative, bank account number, account-holder bank, including change of organisation responsible for the conclusion and performance of the Contract, or contact details should not qualify as amendment of the

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Contract.

Such changes shall be communicated by the affected party to the other party in a duly signed official letter within 10 days following the occurrence (registration) thereof. If so requested by the Customer, the Supplier is also obliged to send the original company extract issued by the Court of Registration that contains the changes, while in the case of change in company name, the registration order shall also be sent.

During performance of the Contract, the Parties should be obliged to co-operate with one another, within the framework of which they are bound to immediately notify each another of all significant data, factors and circumstances arising within their sphere of interest that have an impact on the Contract.

18. Transferability

The Customer is entitled to transfer/assign the Contract in whole or in part or specific rights, obligations or claims set out in the Contract to a third party, provided that prior notice is given to the Supplier. By the acceptance of the Purchase Order, the Supplier irrevocably approves any such transfer/assignment.

19. Reference

Customer is entitled to refer to the contract or its cooperation with Supplier 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 Supplier Customer is only entitled to disclose the existence and the subject of the contract (with disclosing the volume of goods or services pertaining to the subject matter of the contract) to the third party.

The Supplier may only be entitled to refer to the contract or its cooperation with Customer upon Customer's prior and express consent in writing. Customer is entitled to revoke its consent provided at any time in writing without giving any reason.

20. Business Partner Code of Ethics

By the execution of the Order Confirmation, Supplier certifies that it has reached the Business Partner Code of Ethics of MOL Group on www.mol.hu, it has studied and understood what has been stipulated therein and agrees to be subject to the obligations deriving from same.

21. HSE Regulation

Supplier undertakes to fully comply with the internal HSE Regulations (working-, fire-, environment protection, traffic etc. rules) effective within the territory of the Customer. Supplier certifies that it has reached the effective HSE Regulation to be applied on http://www.mol.hu/hu/belso_ebk/, it has studied and understood what has been stipulated therein and agrees to be subject to the obligations deriving from the same.

22. Data report obligation in Electronic Public Road Trade Control System

Deliveries potentially subject to EKAER obligation

Parties accept that the road transportation of the following items – but not exclusively the following ones – can be subject to EKAER obligation depending on the weight of the vehicle used for the delivery as well as the type, total value and weight of the goods/items transported based on the laws of Hungary:

- Products/ Assets, materials ordered by MOL Group member
- Materials/ Equipment/ Accessories used for performing any services ordered by MOL Group member. If the latter remain in the ownership of Supplier and their transportation to the place of performance in Hungary is subject to EKAER obligation, the return of these items from the territory of Hungary to the intra-Community also falls under EKAER registration liability.
- If the delivery of any Materials/ Equipment/ Accessories from Hungary to the intra-Community with the purpose of lease work is subject to EKAER obligation, the transportation of the equipment back to MOL Group member to Hungary also falls under EKAER registration liability.

22.1 Obligations of Supplier

22.1.1 In case of Deliveries from Abroad:

22.1.1.1 Upon every Purchase order/ Call-off received from MOL Group member, Supplier shall confirm the estimated dispatch date of the delivery within 10 working days.

In case of deliveries that might be **subject to EKAER obligation, Supplier shall notify MOL Group member about the delivery and provide MOL Group member with all the necessary data** required for the inquiry of an EKAER number. The data shall be provided by filling in the **EKAER Data Sheet** (Appendix 1) properly and sending it to MOL Group member to the **ekaer@mol.hu** e-mail address at least

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10 working days before the delivery. If the data specified in point 22.1.1.2. are not available for Supplier by the above deadline, they can be provided later, **but no later than the start of the delivery** by sending it to the ekaer@mol.hu e-mail address.

In case there are less than 10 working days between receiving the Purchase order/ Call-off and the date of the delivery, Supplier shall make every effort to provide MOL Group member with the data specified in the **EKAER Data Sheet** as soon as they are available for Supplier but no later than the start of the delivery in order to comply with the legislative regulations.

Parties agree that the completely filled in EKAER data sheet is a prerequisite of applying for an EKAER number. In case a vehicle, the delivery of which is subject to EKAER obligation, enters into the territory of Hungary without a valid EKAER number, Supplier shall undertake all the legal consequences deriving from this default.

Supplier shall attach the filled in **EKAER data sheet** with the EKAER number indicated thereon to the transport documentation.

Parties agree that the transportation shall begin exclusively upon the condition that the **EKAER data sheet** with the EKAER number is attached to the transport documentation and the EKAER number is made available at the driver during the time of the whole transportation for tax control purposes.

22.1.1.2 The following data can be modified even after dispatch:

- a) Registration number (License plate number) of the vehicle
- b) Gross weight of the Products/ Assets/ materials in kg
- c) Total value of the Products/ Assets/ materials

In case of any changes in the above listed data, Supplier is obliged to notify MOL Group member immediately by sending an e-mail to ekaer@mol.hu containing the EKAER number, the number of the Purchase Order and the modified data.

22.1.1.3 In case of any other changes of the original data, a new EKAER number is required for the transportation. Therefore, Supplier is obliged to notify MOL Group member immediately about the modifications by sending the relevant information – including the original EKAER number and the number of the Purchase Order – to the ekaer@mol.hu e-mail address with an immediate effect.

With respect to point 22.1.1.3. Supplier is liable to provide the valid EKAER number received from MOL Group Member to the driver of the vehicle subject to EKAER obligation with an immediate effect.

22.1.1.4 Should Supplier begin the transportation without having the valid EKAER number on or attached to the transport documentation, or fail to notify MOL Group member immediately in case of any changes in the data defined in point 2.1.5 and 2.1.6. and this shall cause any damages to MOL Group member, Supplier shall reimburse such damages to MOL Group member.

22.1.2 In case Supplier transports Products/ Assets/ materials to MOL Group member from its business site located in Hungary or from abroad using its Hungarian VAT registration number or Tax number:

In case Supplier transports Products/ Assets/ materials from its own business site located in Hungary, or supplies goods from its Hungarian VAT number to MOL Group member, Supplier is obliged to consider the EKAER liability and apply for an EKAER number by submitting the EKAER relevant data to the Hungarian Tax Authority via its online system available on the following website:
<https://www.ekaer.nav.gov.hu/customers/login>.

Supplier shall also report the date of arrival of the Products/ Assets/ materials or any other deliveries that are **subject to EKAER obligation** to the Hungarian Tax Authority upon delivery or the 3rd working day the latest.

In case of any changes, Supplier shall inform the Hungarian Tax Authority in line with the effective legislative regulations.

Supplier is liable to provide the valid EKAER number to the driver of the vehicle subject to EKAER obligation.

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Parties agree that the transportation shall begin exclusively upon the condition that the valid EKAER number is attached to the transport documentation and it is available during the time of the whole transportation for tax control purposes.

22.2 Obligations of MOL Group member

22.2.1 Deliveries from abroad

MOL Group member shall provide Supplier with the **EKAER Data Sheet** together with the Purchase Order/Call off/ Contract to fill it in.

Based on the data provided by Supplier on the **EKAER Data Sheet**, MOL Group member shall inform Supplier whether the transportation is subject to EKAER obligation or not.

In case the transportation is subject to EKAER obligation from the intra-Community to the territory of Hungary, MOL Group member shall apply for an EKAER number by submitting the data defined in the **EKAER Data Sheet** (Appendix 1) and provided by Supplier to the Hungarian Tax Authority via its online system. MOL Group member shall send the EKAER number to the Supplier via e-mail before the transportation begins. MOL Group member shall also report the date of arrival of the delivery subject to EKAER obligation to the Hungarian Tax Authority within the legal deadline.

22.2.2 Deliveries of non-Risky goods by MOL Group member from Supplier's Hungarian business site

As of April 2015, in case MOL Group member transports Products/ Assets/ materials not enlisted in the Ministerial Decree specifying the Risky Goods subject to EKAER obligation from Supplier's business site located within the territory of Hungary, MOL shall apply for an EKAER number as defined in point 22.2.1.

22.3 Other Conditions

Parties agree that all data provisions and notifications shall be in writing, via e-mail.

23. General Terms and Conditions

Supplier is obliged to reach the GTCP on the website indicated in the Purchase Order, to interpret and comprehend the contents, provisions, and the legal consequences thereof, to observe the terms and conditions included in it. If, based on the Purchase Order (with confirmation of the Purchase Order, or without confirmation as described in Clause 3.2), the Supplier supplies the Goods specified in the Purchase Order to the Customer, by delivering the Goods, the Supplier acknowledges and declares that it has become acquainted with the GTCP and expressly accept it as binding. The Parties consider the wording of the GTCP unambiguous and comprehensible. They also acknowledge that provisions of the GTCP do not violate the consequences of good faith, they consider the provisions set forth therein appropriate.

By signing the contract Supplier acknowledges that Customer is entitled to unilaterally amend – by sending a written notice to Supplier before the planned amendments become effective – the general terms and conditions. If Supplier does not object against the amendments in writing within 15 days, it shall be considered as accepted by Supplier and it shall form a part of the contract.

Parties agree not to apply the incidental general terms and conditions of Supplier in respect of the contract.

24. Miscellaneous

The Supplier undertakes the obligation to subject itself to the qualification procedure applicable to suppliers prescribed by the Customer's quality management qualification system, and to fulfil the data supply obligations associated therewith within deadline, accurately and correctly.

25. Full agreement clause

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

Appendices:

Appendix 1: EKAER Data Sheet