GENERAL CONTRACTUAL TERMS AND CONDITIONS
FOR PROCUREMENT OF SERVICES AND GOODS

The present **General Terms and Conditions for Procurement** of **Services and Goods** (hereinafter: "GTC") together with the Call-off, and/or Special Terms and Conditions (hereinafter as „**STC**") and the Annexes thereof accepted comprises the full Contract for the supply of Services and/or the of the Goods specified in the Call-off and/or the Annexes of the Contract. For issues not regulated in other documentation of the Contract, the terms of GTC will govern.

These GTC are issued by
MOL Hungarian Oil and Gas Public Limited Company

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EU VAT no.:	HU17781774
Group TAX no.:	17781774-5-44
Account keeping bank:	OTP Bank
Bank account number (HUF):	11794008-20511753
Account keeping bank:	ERSTE Group Bank AG
Bank account number (EUR):	AT042010060012482104
Account keeping bank:	Raiffeisen Bank International AG
Bank account number (USD):	AT583100007050555739
Registration no.:	01-10-041683
Bill-to address:	MOL GBS Hungary Ltd. 2440 Százhalombatta, Pf. 31.
Statistical code:	10625790-1920-114-01

as MOL Plc,
and shall apply to the Hungarian affiliates of MOL Group.

1. BASIC PROVISIONS

1.1. DEFINITONS

„Accession Contract": shall mean the contract concluded between one of the contracting Party and an Accessing Party.

„Accessing Party": shall mean any of the MOL Group member or the Contractor's Group member, who is entitled to access the Contract.

„Call-off": shall mean the MOL's request addressed to the Contractor for the execution of Services or Supply of Goods - including the annexes thereto, of which these GTC form an integral part - accepted by the Contractor with unchanged conditions or with modified content approved by the MOL explicitly beforehand, such record generates the Contract between the Parties. Also, the definition Call-off shall apply to any other naming - such as Data Sheet etc. - that covers a request by the MOL for performance of a Service or supplying Goods and which is duly accepted by the Provider.

„Catalogue": shall mean an information technological tool operated by MOL as a part of the electronic procurement, suitable for storing data (with proper parameters and in a structured manner) of the Products specified in the STC Annex, and to be displayed by MOL.

„Certificate of performance":
shall mean the original document acknowledging the performance of the Services or delivering the Goods signed by the authorised representatives of the both Parties.

„Contract": shall mean Call-off that specifies the technical content, with its annexes and with the Special Terms and Conditions (hereinafter "STC") (and implicitly, their annexes) and with these GTC altogether, upon which Provider provides MOL with Services or Goods or performs a work for MOL.

"Contractor": shall mean either Provider or Supplier.

"EBP system": Enterprise Buyer Professional means the procurement system where MOL select the Products to be ordered from a computer database (Catalogue)

„Employees: natural persons, employees of the Provider and/or employees of the Subcontractor who participate in the provision of the Services. Employees are entitled to take part in the provision of the Services exclusively upon becoming familiar with the written instruments defined herein and upon fulfilment of the other terms and conditions defined herein.

„Fee": shall mean the counter value of the performed Services in the specified currency and the fixed amount recorded in the Contract. The Fee includes the detailed and fixed amounts (costs) in the Contract. If it is not specified otherwise in the Contract, the Fee includes all additional and transaction costs for the provision of the Service. The taxes (eg. VAT if any) and other Duties Chargeable (claimable) as taxes, if any shall be listed separately.
Shall also mean the value of the Goods laid down in the Call-off, expressed in the currency specified therein.

"Goods": means the things specified in the Contract/Call-off (materials, goods, assets, products etc.).
If chemicals and chemical preparations are the subject-matter of the Contract/Call-off, they shall meet the conditions of Regulation (EC) No 1907/2006 of the European Parliament and of the Council on Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), as amended.
The Fee related to Goods means the maximum and full price for the Goods and includes any and all costs related to the provision of Goods, as well as additional costs like the costs of packing, environmental protection fee, delivery to the place of performance, insurance and all charges and transaction costs.
If it is not specified otherwise in the Call-off, the Fee includes the costs of packing, transport up to the place of performance, insurance and all incidental charges and transaction costs, including the costs of import licence, and taxes associated with import, customs duties, if any. Taxes (e.g. VAT if any) and other fees enforceable like taxes shall be indicated separately and are covered by the Fee.

„MOL": shall mean any of the MOL Group companies , which sends a written request to the Provider expressing its contractual intention for the execution of the Service or submitting the Call-off to Supplier in order to purchase the Goods.

„MOL Group": shall mean 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).

„Provider": shall mean the service provider, which will undertake to perform the Service with the acceptance of the Call-off in full compliance with the specifications of the Call-off and the STC, if applicable.

"Recommended Subcontractor": means entity that MOL recommends to its Contractor (either to Contractor or any other contractor) to use as its Subcontractor.

„STC": Special Terms and Conditions applicable to certain types of Contracts with its relevant Annexes.

„Service": shall mean the subject of the Contract, the tasks and/or set of activities resulting in a work/service/performance to be executed pursuant to the Contract.

"SRM system": Supplier Relationship Management system

„Parties": shall mean MOL and Contractor collectively.

„Subcontractor": a legal person or a natural person entrepreneur who has concluded with the Provider a contract for the performance of works/provision of equipment/supply of materials necessary for the provision of the Service under the Contract.

"Supplier": means the party who is obliged to supply the Goods to MOL in line with the Contract/Call-off and the STC, if applicable.

„Working day": a day that is not Saturday, Sunday or a public holiday in the country of incorporation of the MOL.

„Writing": Any reference to "writing" shall include printing, typing, lithography, transmissions in electronic form (including email) and other means of reproducing words in visible form but shall exclude text messages via mobile phones (SMS, Viber, Whatsapp, Messenger etc.).

1.2. PROVISIONS REGARDING GTC

1.2.1. Acceptance of the GTC

By signing the Contract the Contractor acknowledges and declares that it has become acquainted with and understood the GTC and confirms that it considers all the provisions of the GTC as part of the Contract and to be bound by those.

Contractor is obliged to get acquainted with, construe and understand the provisions of these GTC and their legal consequences via the website of the MOL https://molgroup.info/en/about-mol-group/supplier-center/general-terms-and-conditions-of-purchase. By provision of the Service to the MOL based on the Contract, the Contractor at the same time takes cognizance of and expressly accepts the provisions of the GTC.

Parties declare, that they deem the wording of these GTC unambiguous and reasonable. Parties acknowledge that provisions of the GTC do not infringe the requirement of good faith.

1.2.2. Amendment of the GTC

By signing the Contract Provider acknowledges that MOL is entitled to unilaterally amend the GTC along with a 30-day prior notification of the Contractor in writing before the planned amendments become effective.

If Contractor does not object the amendment of the GTC in writing within 15 days, it shall be considered as accepted by Contractor and it shall form part of the Contract.

These GTC come into force and take effect on the date of their issue.

1.2.3. Collision of regulations of GTC and other documents of the Contract

The terms of these GTC shall apply to issues not regulated by the Contract or its annexes. Should any discrepancy occur between any contractual conditions laid down in the other documents of the Contract and these GTC, conditions of the Call-off, the STC shall prevail, in the listed order.

Parties agree not to apply the incidental general terms and conditions of the Contractor in respect of the Contract. Should Contractor notify MOL of its own, different terms and conditions, or should the different terms and conditions that are printed in Contractor's documents, particular on Call-off confirmations, such Contractor's terms and conditions shall not apply even if MOL does not expressly exclude the application of the general terms and conditions of the Contractor.

The Parties also agree that previous agreements between the parties, previous business practices and customs known and used in the business sector concerned do not become part of the Contract.

1.2.4. Exclusion of PO obligation

The acceptance of these GTC shall not entail any obligation on the MOL's part to put any Call-offs to the Contractor.

2. REMUNERATION

2.1. FEE FOR SERVICES

2.1.1. Provider shall apply the same pricing principles, rules and methodology when setting the Fee of the Services ordered under the scope of the present GTC. Provider shall set the Fee in HUF/EUR/USD.

2.1.2. Upon MOL's request Provider shall submit the pricing method in written form with detailed technical specification in order that the Provider could check the requirements under section 2.1.
The pricing method must contain the following information:

- Provider's fee (Net + VAT if any)
  Other miscellaneous expenses (travel, accommodation and other costs agreed in the STC), preferable listed, Net + VAT if any amount

2.1.3. The Fee shall be indicated in the Contract (STC or Call-off).
Fee includes all taxes, transport up to the place of performance, insurance, and all incidental charges and management expenses, in the Contract.
Provider is not entitled to enforce any cost or expense related to the provision of the Service that was not stipulated in the Contract unless specifically accepted by the MOL in writing.

2.2. FEE FOR GOODS

2.2.1. Upon request of MOL, Supplier is obliged to present in writing the applied pricing scheme detailed in line with the technical content of the Call-off.
The specification of the applied pricing scheme 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.

2.2.2. The Fee shall be indicated in the Contract/Call-off.
The Fee includes all taxes, the costs of packaging, transport up to the place of performance, insurance, and all incidental charges and management expenses, including the costs of import license as determined by the relevant INCOTERMS 2020 rule specified in the Contract/Call-off.
Supplier is not entitled to enforce any cost or expense related to the delivery of the Goods that was not included in the Fee unless accepted by the MOL.

3. ACCEPTANCE OF CALL-OFF

3.1. MOL shall send a Call-off to the Contractor, and shall do so well in advance of the day on which the Service or Goods are to be provided.

3.2. Contractor shall accept the Call-off or the modified version of the same by sending back the duly signed copy by Contractor's representatives by post or in electronic (scanned) form within 3 working days upon reception or within the period defined by MOL. Should the Contractor fail to confirm the Call-off within the time period specified above, MOL is entitled to reject the performance without compensation within 5 working days from the deadline given for Contractor's confirmation / until the deadline of performance as per the Call-off.

3.3. MOL excludes its liability with regard to placement or modification of any Call-off that do not originate from its authorized representatives.

3.4. Parties also consider the Call-off and these GTC accepted if the Contractor does not confirm the Call-off within the period of time specified above, but it performs the Service or supplies the Goods specified in the Call-off.

3.5. The acceptance of the Call-off which includes any addenda, reservations, conditions, limitations, or other amendments shall be considered as rejection of MOL's Call-off .

3.6. The Call-off must contain at least the following information

3.6.1. In case of Services:

- Number and date of Call-off/Contract
- particulars of the Parties (name, registration number, tax number, group tax number, EU tax number and seat of the Parties and their contact details, name and contact details of the person who created the Call-off, bank account numbers etc.)
- Name and amount of Service, basic description of the required Service
- Place of performance
- Deadline of performance
- Fee (Net + VAT if any)
- Contact name of bill-to address
- Invoicing address, if it differs from the one stipulated in the Contract

3.6.2. In case of Goods

- number and date of the Call-off /Contract
- particulars of the Parties (name, registration number, tax number, group tax number, EU tax number and seat of the Parties and their contact details, name and contact details of the person who created the Call-off, bank account numbers etc.)
- denomination, description and quantity of the Goods
- Fee – unit price and total price – (excluding VAT if any) of the Call-off
- mode and place of delivery (INCOTERMS parity)
- requested date/deadline of the delivery

3.7. Call-offs sent by e-mail, including those generated automatically by the MOL´s EBP system, may be sent by the MOL to the Contractor without signature by the authorised representatives of the MOL and shall be binding upon the Parties under the terms and conditions set out herein.

3.8. The Contract shall be deemed concluded at the moment on which:

a) Contractor confirms the Call-off to MOL (e.g. sends the scanned Call-off featuring Contractor's signature to MOL's email address used to send the Order), or
b) Contractor, without any further steps (i.e. acceptance or rejection of the Call-off), provides the Service under the Call-off.
c) Upon confirmation of the order by the Contractor, the Contract shall also be concluded in the event that the Call-off contains material deviations from the Contractor's offer - in this case, the Contractor confirms that the content of the Contract is governed by the provisions of the Call-off and the GTC and that the terms and conditions of the Contractor's offer shall only apply to the extent that they do not conflict with the Call-off, the GTC, the STC and any part of the Contract.

4. OBLIGATIONS OF THE PARTIES DURING THE PERFORMANCE

4.1 DELIVERY OF SERVICES

4.1.1. Provider is obliged to perform the Service specified in the Contract for the Fee stated in the Contract with adequate expertise and due diligence, as well as proper authorisations for the performance of the activities involved. The Provider undertakes to provide the Service in the quality corresponding to the purpose of the Contract, generally binding legal regulations and binding applicable technical standards, MOL's instructions, in a professional manner and with a quality guarantee. The Service shall be in full compliance with all attached amendments, modifications, other specifications, documents in the Contract.

4.1.2. Provider is obliged to perform the Service at the place, time and conditions specified in the Contract. The performance deadline means the date of performance recorded in the Contract.

4.1.3. MOL shall accept the performance prior to the deadline only if it is not against its essential legal interests and the additional costs will be financed by the Provider.

4.1.4. The Service shall be deemed indivisible, unless otherwise stated in the Contract. Provider shall be entitled to partial performance solely by MOL's prior written approval.

4.1.5. MOL is entitled to examine whether the performance complies with the contractual requirements, before the acceptance of the Service. Provider is obliged to provide the necessary assistance for the smooth operation of the controls; such a cooperation of the Provider is included in the Fee. If MOL discovers that the provision of the Service is in breach of Provider's obligations,

MOL is entitled to provide the Provider with a reasonable period of time to remove defects caused by faulty provision of the Service and to continue to provide the Service in a proper manner. If the Provider does not do so, MOL is entitled to terminate the Contract with immediate effect.

4.1.6. MOL ascertains about the completion of the Service after receiving the Provider's final report. If the provided and performed Service meets all the contractual requirements, the MOL accepts the performance.

4.1.7. Additional works: the rules for accepting any additional work or Service by MOL are set out in the relevant STC, if applicable.

4.1.8. Removal and disposal of waste

In case if performance involves generation of waste the following rules shall apply:

a) Provider is the owner of all waste generated by the provision of the Service.
b) Provider is obliged to arrange for the removal and disposal of all waste generated during the provision of the Service, in accordance with the applicable laws and the Contract.
c) Provider shall arrange for the removal and disposal of waste by authorized companies for waste disposal (e.g. hazardous waste, electronic waste) at its own cost.
d) If the Service is provided at the premises of MOL or on / in real estate used by MOL, the MOL shall be given a report by the Provider in tabular form (Excel) on the following data on sent away waste: the place of waste generation, waste type, waste category, waste amount, the final waste disposal method and the final waste recipient. Provider shall send this information for each calendar quarter in which the Service is be provided, by the 15th day of the month following after the end of the relevant quarter.
e) Prior to the removal of hazardous waste from a MOL facility or from immovable property used by the MOL, the Provider is obliged to check that all required consents for handling of hazardous waste are available and then dispose of the waste in accordance with these consents. Should any agreement is lacking, Provider is not entitled to take the waste away and is obliged to inform the MOL.
f) Provider shall arrange all the necessary documentation for waste disposal and its eventual distribution to authorized persons / institutions.

4.1.9. Permit for entry

To arrange for a permit for entry into the premises of the MOL, the Provider shall be obliged at least three (3) working days prior to the required date of commencement of performing its activities to deliver to the MOL contact person of the MOL indicated in the Contract an application for an ID card for the entry of persons and vehicles into the MOL´s premises. The Provider undertakes to bear all costs related to its entry into the MOL´s premises (e.g. initial briefing; issue of an ID card for the entry of persons and vehicles into the MOL´s premises). Should such costs not to be paid directly by the Provider upon entry into the MOL´s premises but be paid by the MOL instead, the MOL shall be entitled to claim reimbursement thereof from the Provider.

Provider and its Subcontractors providing Services in MOL's premises or in/on any real estate that MOL uses must be wearing clean, well maintained clothing, and use well maintained vehicles and other equipment. Equipment used by Provider must not include, contain or show any element of MOL's brand (MOL, Slovnaft, PAP OIL) nor brand elements of MOL's competitors.

Provider shall ensure that its Employees and Subcontractors have all the necessary protective equipment available, as required by the applicable law.

While providing the Service, Provider shall be obligated to maintain order at the place of provision of the Service and in its surroundings.

If the entry into the MOL´s territory by motor vehicles, Employees of the Provider or the Subcontractors is necessary in connection with the performance of the Contract, these persons shall be obliged to become in advance familiar with the internal regulations of the MOL applicable to the entry and movement of persons and motor vehicles on the MOL's territory and published on the website: MOL keeps HSE regulations updated and accessible under the web site: https://molgroup.info/en/about-mol-group/supplier-center/hse-appendix-of-contracts . The Provider shall be held fully liable for any damage incurred by the MOL through a breach of the internal regulations of the MOL.

4.1.10. The Parties shall cooperate with each other during the contractual performance, and they are obliged to inform each other about any important facts, information or circumstances that involves the Contract.

4.1.11. The Provider shall be obliged to complete the Services specified in the Contract in full compliance with effective legal (authority) regulations, standards and rules in the best quality that may be expected. The Provider shall be obliged to comply with all aforesaid legal and other regulations, standards and rules, as amended, applicable and effective at the time of the provision of the Service.

4.1.12. The Provider represents and warrants that experts with appropriate skills are available for him/her for the completion of this Contract.

4.1.13. Provider shall be obliged to execute the written instructions of the MOL related to Contract, shall represent the MOL's statements and shall not express counter opinion to any Third Party.

4.1.14. The Provider shall not act against the MOL's expressed requests or instructions. Should Provider consider the MOL's definite request or instruction unfeasible or unprofessional, will be obliged to draw in writing the MOL attention. Should MOL retain the opinion and take the risk and responsibility Provider performs accordingly.

4.1.15. In case of necessity the Parties shall arrange meetings in order to discuss the essential issues of the contractual performance. The Provider shall be responsible for the preparation and the organising such a meetings.

4.1.16. TECHNICAL HANDOVER

If the nature of the outcome of the Service permits so, the handover and acceptance of the Service outcome will be in the form of a handover document with the participation of the Parties. Before finalizing the outcome of the Service, Provider electronically invites MOL to take over the outcome of the Service and suggests at least two possible takeover dates within working days (08:00-18:00). MOL will confirm one of the dates to the Provider.

If the acceptance of the Service outcome requires a specific takeover, such as performing an on-site check, the Provider is obliged to notify MOL of what steps are required to take over

the Service outcome.

According to MOL's decision, the place of delivery of the outcome of the Service will be the seat of MOL or the place of performance.

In case that the MOL detects defects of the Services in their delivery by the Provider, the MOL shall be entitled to refuse the takeover of the Service. MOL shall not be obliged to accept the Service's outcome until all MOL's objections regarding the Service outcome have been resolved.

Provider is obliged to hand all the documents that are needed to use the outcome of the Service (e.g. works), including any certificates of quality, attestations and instructions, if they are issued, over to MOL. All these documents must be in the official language of the place of the seat of the MOL.

4.1.17 INSURANCE

The Contractor who enters the MOL's premises in connection with the performance of the Contract by acceptance of the Call-off declares that it has taken out effective policies to the extent of the insurance below and undertakes to maintain these policies valid and effective over the term of the Contract and duly pay the premium. The Contractor shall be obliged to present the MOL at its request with the copies of these policies.

The required scope of insurance at the Contractor´s expense:

- property damage insurance to cover losses or damages to the Contractor´s property,
- third party liability insurance to cover also contingent damage caused by the Contractor to the MOL, during the performance of the Contract and/or through a defective performance thereof.

The foregoing shall not affect in any way whatsoever other insurance obligations which the Contractor is obliged to meet under the applicable law.

The preceding conditions relating to insurance shall not limit in any way whatsoever the obligations and liabilities of the Contractor or the losses and damages set out herein and in the applicable law.

4.2 DELIVERY OF GOODS

4.2.1 Provision of Goods

In exchange for the Fee, the Supplier is obliged - with the reasonably expected professional competence and care - to deliver the Goods in the quantity, quality and of the type and design as specified in the Contract/Call-off to the MOL at the time, place and under the conditions as specified therein, with the concurrent acknowledgement of such conditions as binding (including all related additions, modifications, specification and other documentation referred to in the Call-off).

4.2.2. Documents

Simultaneously with the handover of the Goods, the Supplier is obliged to hand over the test certificates (quality clearance), protocols, manufacturer's certificates and most importantly the warranty cards of the Goods, and all information required for the normal use of the Goods and for the maintenance and repair thereof (e.g. instructions for operation). The language of the documents shall be the official language of the MOL's country of incorporation and/or English.

In the document accompanying the delivered Goods (material, equipment etc.), the Supplier is obliged to indicate the kind of Good (a detailed list of the delivered Goods), weight and volume per unit data thereof and their customs tariff number and European Article Number (EAN), as well as item No. for a particular type of Goods indicated in the Contract, code for the Goods delivered, and the number of Contract (Order), just as other necessary information.

Supplier shall send the safety data sheet, technical data sheet and marketing authorisation as specified by the relevant rules of law, in electronic form and by post.

4.2.3. Labelling

The Goods delivered must be correctly and clearly labelled (e.g., by the corresponding label for the Goods in the local language) in the language of the MOL's country of origin and/or English.

4.2.4. Packaging and removal and disposal of waste

Supplier shall supply the Goods in the packing as suitable packing that ensures the integrity of the Goods during the whole period of loading and unloading and transportation.

MOL's Call-off number and delivery address should be indicated on each package and accompanying document. Supplier is obliged to forward every package accompanied with a detailed packing list.

The provisions of 4.1.8. of the GTC related to the removal and disposal of waste shall be applicable for Goods as well.

4.2.5. Delivery deadline

The delivery deadline means the final date set forth in the Contract/Call-off by which the Supplier shall offer the Goods for takeover to the MOL at the place of performance. Deadline of delivery shall be indicated in the Contract/Call-off.

The Goods shall be delivered by Supplier to the place of delivery between 8 a.m. and 6 p.m or as specified in the Contract.

4.2.6. Advance delivery

The Supplier is entitled to advance delivery only if its request for the advance delivery has been accepted by the MOL in writing. In case of unauthorized delivery the Supplier is not entitled to payment or delivery prior to deadline. Should the Supplier deliver the Goods before

deadline without the prior written acceptance of the MOL, the Goods remain in responsible custody of the MOL until the delivery deadline.

4.2.6. Notification on arrival of Goods

The Supplier shall notify the MOL in writing via electronic mail in due time of dispatching Goods providing detailed data on consignment, thereby allowing the MOL to take steps necessary to take over the Goods.

The Supplier shall be fully liable for the properly dispatching the Goods.

4.2.7. Place of delivery

Place of delivery is the place of delivery indicated in the STC.

In order to arrange for a permit for entry into the MOL's premises, the Supplier shall follow Section 4.1.9. of the GTC.

4.2.8. Handover of the Goods

The Parties shall make a written record of the Goods handover and takeover signed by the persons authorized by the Contract.

4.2.9. Check of performance

MOL is entitled to check the quantity and quality of the Goods item by item or by random sampling, as well as to check the accompanying documentation at the delivery site prior to the acceptance of delivery.

4.2.10. Acceptance of delivery according to Contract

Parties shall consider the delivery is in accordance with the Contract only if the conditions set forth in the Contract are fully met, in which case the representative of the MOL certifies due performance by signing the certificate of performance, and the Supplier is entitled to issue its invoice and for it to be settled.

If the MOL discovers defects of the Goods or incomplete documentation (certificates, test certificates, operating instructions, and others) in its delivery by the Supplier, the MOL shall be entitled to reject the Goods' takeover and acceptance.

Acceptance of the delivery upon receipt shall not exclude further claims related to improper performance or damages caused.

4.2.11 Conditions of the EBP system and the Catalogue:

The EBP system provides the enhanced level of service to MOL (by direct delivery to the spot and on-the-spot takeover in concrete cases) that are available to assist in fulfilling the needs.

Contractor shall act jointly with MOL in operating the system. Supplier and MOL shall jointly specify the contents of the Catalogue as detailed in the STC. Only the Products listed in Appendix to the STC or a part of them shall constitute the contents of the Catalogue.

The basis for uploading data to the Catalogue is the data model provided by MOL in advance. This shall be completed by Supplier with the data laid down in the annex to the STC in the appropriate format (data: xls or xml; images: jpg min. 300x300 pixel size, in 38 pixel/cm resolution) and shall be made available to MOL within 10 working days after concluding the STC at the latest. If Supplier is not able or does not want to perform its data uploading or modifying obligation during the effect of the STC MOL may terminate the STC without any further justification.

Supplier may modify the contents of the Catalogue only after preliminary consultation with the relevant contact person of MOL and after MOL has given its prior consent to the modification in writing. Supplier shall be liable for the quality of the data (complete and syntactically suitable data) sent by Supplier and for their conformity with the Contract (price, deadline, parameters, etc.) in accordance with the rules related to performance not in conformity with the Contract or late performance.

The costs and risks of uploading data to the Catalogue by Supplier shall be borne by Supplier. If the STC terminates Supplier shall not claim any costs (or other) compensation in connection with the Catalogue.

Upon termination of the STC MOL undertakes that it will return the contents of the Catalogue provided by Supplier to the MOL, MOL will delete the content of the Catalogue provided by Supplier from the EBP system.

Supplier shall appoint a permanent contact person who is aware of the task and the product group to an appropriate extent, is entitled to take efficient actions, and whose substitution is ensured by a regulated substitution order. The contact person shall take an active part in the maintenance tasks of the product group thereby assisting the work of MOL's content manager.

5. THE RISK OF DAMAGE, THE OWNERSHIP

5.1. Services

The risk of damage to the outcome of the Service and the ownership of the outcome of the Service (e.g. a work) shall be transferred to MOL by acceptance of the outcome of the Service.

5.2. Goods

Ownership (transfer of title) and risk of loss of the Goods shall pass to MOL upon delivery.

6. GUARANTEE and WARRANTY

6.1. SERVICES

6.1.1. The Contractor shall provide warranty (in Hungarian: „*szavatosság*") and also guarantee (in Hungarian: „*jótállás*") for the Services and for the contractual performance. The duration of the guarantee shall be as provided for in the relevant rules of law in the MOL's country of incorporation, but at least 1 year (12 months) from the day of the successful Technical handover of the Service to the MOL, but no longer than 36 months from such Technical Handover. Contractor shall provide the warranty of the quality of the outcome of the provided Service (e.g. a work) for 3 years (36 months) from the day of the successful Technical handover of the Service to the MOL. Should the Contractor provide a warranty and/or guarantee term longer than regulated hereby or by the provision of applicable law for the Services, Supplier shall undertake such extended warranty and/or guarantee term.

6.1.2. If the Service in question was integrated or provided as part of continuous Services (hereinafter both together: "**Complex Performance**"), the first day of the warranty is the day when the complex Service was accepted and taken over by MOL.

6.1.3. Defects of a Service may be subject to a complaint during the provision of the Service and even after the outcome of the Service has been handed over.

6.1.4. The warranty period shall not run for any period of time during which MOL is not able to use the outcome of the Service due to defects.

6.1.5. Contractor is liable for defects in the provided Service and is fully liable for any damages incurred as a result of a Service not provided in line with the Contract.

Contractor shall be obligated to ensure that:

a) the Service fully fulfils the conditions indicated in the Contract;
b) the Service is provided in line with the generally binding legal regulations and other official regulations and requirements (in particular those related to safety and hygiene);
c) outcome of the Service is appropriate for the purposes for which MOL wishes to use them, and which are or should be known to Provider;
d) outcome of the Service does not feature any hidden or non apparent defects.

MOL shall inform Contractor of any potential complaints concerning Services, usually electronically, using the Contractor's email address indicated in the Contract.

Based upon a complaint, and upon MOL's requirement, Contractor shall be obligated, at its own expense, without undue delay and no later than 5 days from the day a complaint is received, to start removing defects of the Service and to remove the defects in the shortest technically possible time, no later than 15 days after receiving the complaint.
Should Contractor fail to address the complaint in accordance with this section of the GTC, MOL shall be entitled, after it notifies Contractor either by itself or using a third person, to eliminate the defects in the Service at the expense of Contractor. In such case MOL will be entitled to claim the amount spend for eliminating such defects or MOL will be entitled for set-off from the unpaid invoice of the Contractor.

If a complaint cannot be settled in accordance with this section of the GTC (a defect in the Service is irreparable), MOL is entitled to require the Contractor to re-provide the Service in line with the Service level defined in the Contract or MOL becomes entitled for a discount from the Fee at MOL's option.

6.2. GOODS

6.2.1. The Supplier shall provide warranty (in Hungarian: „*szavatosság*") and also guarantee (in Hungarian: „*jótállás*") for the Goods. The duration of the warranty and guarantee shall be as provided for in the relevant rules of law in the MOL's country of incorporation, but at least 1 year (12 months) from the day of the installation (putting into operation) of the Goods, but no longer than 36 months from such installation. Should the manufacturer (producer) provide a warranty and/or guarantee term longer than regulated hereby or by the provision of applicable law for the Goods, Supplier shall undertake such warranty and/or guarantee term.

6.2.2. Warranties (liability for Good's defects)

Warranty shall mean the Supplier's contractual liability for the conformity/adequacy/properness of the delivered Goods and for the remedy of the defects. The below representations and warranties shall be valid and enforceable against the Supplier during the warranty period (the "**Warranty Period**"). The Warranty Period starts on the delivery date and lasts for at least a period of 1 year, unless MOL's country's laws set a longer duration of Warranty Period for the Goods, in which case the longer of the Parties' agreement or the duration set by law for the Warranty Period shall be applicable.

The Warranty Period shall be suspended for the period over which the MOL cannot use the Goods owing to their defects for which the Supplier is liable.

As per the above provisions Supplier expressly represents and warrants 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 Contract/Call-off, rules of law (including the legal regulations on product liability) and relevant authority regulations of the MOL's country of incorporation,
b) conform with the quality requirements set out in all applicable laws as well as in all quality descriptions agreed by the Parties,
c) are fit for the purpose(s) they were produced and sold for, are also fit for MOL's specific purposes, provided MOL has informed Supplier on MOL's specific purposes concerning the Goods either in the Call-off or in any communication between the Parties,
d) meet the current technical standards; are free from defect in material and workmanship; and fit for the general purposes of similar products,
e) are in packaging that conforms with applicable laws, best industry standards and appropriately safeguards the quality of the Goods,
f) are clear of any burden, encumbrance and are not subject of a lawsuit and are free of third party claims or rights of any kind that restrict or prevent the usage of the Goods or the transfer of ownership,
g) are in packaging that conforms with applicable laws, best industry standards and appropriately safeguards the quality of the Goods,
h) are transferred into MOL's ownership based on Supplier's legitimate title.

The Supplier, for a period of 3 years after the termination of the Contract for whatever reason, be capable of supplying and shall supply upon orders from MOL, the Goods or parts of the Goods for replacement or repair purposes. For such Goods or parts of the Goods delivered after the termination of the Contract the same warranty conditions shall apply as to those that are supplied during the term and pursuant to the Contract.

If MOL has a warranty claim against Supplier, MOL shall send Supplier an Official Notice usually electronically, using the Supplier's email address indicated in the Contract, giving reasonable details of the warranty claim and the remedy MOL requests, including deadlines for the remedy.

If, during the Warranty Period the representations and warranties made by Supplier in Section 6.2.2. above turn out to be wrong, that constitutes a serious breach of contract and MOL shall have the right, at its absolute discretion, to choose from the following options:

a) rectify the deficiencies in full, or
b) replace the Goods, or
c) require Supplier to reduce the price payable for the Goods to a reasonable level, or
d) MOL is entitled to terminate the Contract if the Supplier does not rectify the deficiencies of the Goods or does not replace them, or if the MOL's legitimate interest in such rectification or replacement ceased to be.

If, within 7 business days following the receipt of the MOL's notice, the Supplier fails to rectify the deficiencies or to replace the defective or non-conforming Goods, the MOL 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. In such case MOL will be entitled to claim the amount spend for repair or replacement or MOL will be entitled for set-off from the unpaid invoice of the Supplier.

The Supplier shall be liable for full compensation (including the representation costs) with regard to third party claims lodged against the MOL due to the infringement of any warranty rights or related thereto. In addition to the rights set out in this Section, the MOL shall be entitled to claim recovery of damages occurred by MOL as a result or in connection with Supplier's breach of its representation and warranties set out herein.

6.2.3. Guarantee

According to guarantee obligation the Supplier shall repair or remedy other way the defect of the Goods. The Supplier shall be exempted from this obligation if it proves that the defect was caused by a reason that occurred following the delivery of the Goods.

Supplier undertakes guarantee for the contractual performance (supplying goods, products, rendering services) provided under the present Contract. The term of the guarantee shall be minimum of 12 months , but at least the period prescribed by statutory provisions, if such exist regarding the Goods in question. The first day of the guarantee shall be the day when the Goods are taken over and the delivery is accepted by the MOL.

Should the Supplier provide the MOL with a quality guarantee period in excess of that set out in the preceding sentence, such longer guarantee period shall apply.

The guarantee period shall be suspended for the period over which the MOL cannot use the Goods owing to their defects for which the Supplier is liable.

In addition to the rights set out in herein, the MOL shall be entitled to liquidated damages pursuant to these GTC or provisions of the Contract.

6.2.4. Perishable Goods

If the Goods have a durability period/"best use before" date either agreed by the Parties or indicated on the delivered Goods or on the packaging of the Goods, or in any documents that are provided with the MOL with respect to the Goods, the Warranty Period shall not terminate prior to such date or prior to the expiry of such period. The Supplier shall be obliged to deliver the MOL only such Goods for which the outstanding durability period is not shorter than two thirds (2/3) of the overall durability period at delivery and otherwise sufficiently ahead of the end of the durability period/best use date.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Contractor shall grant to MOL a non-exclusive right of use, exploitation or utilisation of the intellectual property already held by Contractor, which is incorporated in the result of the performance and is necessary for the exploitation and utilization of the result of the performance (**Background IP**), to the extent necessary for performing the above, and Contractor shall consent to MOL granting a sublicence to use or exploit the intellectual property to MOL Group companies without the permission of the Contractor. MOL shall be entitled to grant third parties a license to use and exploit such intellectual property, which license shall be granted solely for the purpose of performing for MOL or the MOL Group company, to the extent and for the duration of the license.

7.2. It is the Contractor's obligation to properly document the intellectual property (**Foreground IP**) produced by Contractor during the performance of the Contract. MOL shall be entitled to the property rights in these intellectual works. To this end, Contractor shall acquire the right to dispose of such intellectual property in accordance with the statutory provisions. The transfer of the property rights to MOL shall take place automatically upon delivery of the documentation relating to such intellectual property. If the applicable law excludes the transfer of the property rights, the Contractor shall grant MOL the exclusive right of use, unrestricted geographically and in time, and Contractor shall consent to the MOL's unrestricted use, transfer to third parties or grant a sublicense to use the intellectual property without the Contractor's permission.

7.3. The Contractor declares and guarantees that the intellectual property which is prepared by Contractor and delivered to the MOL during the fulfilment of the Contract is free of all claims of the third party(ies).

7.4. During the fulfilment of the Contract, Contractor may use documents, works, products, etc. ('**Items**") protected under intellectual property (e.g. copyright, patent or trademark) laws exclusively upon condition that Contractor possesses usage rights of such Items. Furthermore, Contractor agrees that such Items may be used only with the prior written consent of the MOL.

If their use is necessary for the fulfilment of this Contract, Contractor shall grant the MOL the unrestricted usage right of the intellectual property produced by third parties (eg. Software sub-licenses).

7.5. In relation to all the intellectual property set out in this Section, which is produced by Contractor during the fulfilment of the Contract, Contractor shall assume comprehensive warranty of title and liability for defects.

Should any activity of the MOL be outsourced, Contractor agrees that the usage rights granted to the MOL may be utilized by this organization (company) exclusively in favor of the MOL in a way set forth in this section without further payment or other obligations.

All the documents or their modification created during the performance of Contract and forming the part of performance– regardless of the data medium and of the fact whether it is a copyright work or not – are the exclusive property of the MOL.
In relation to this documentation the MOL – without any additional payment obligation – has unlimited and exclusive user rights regarding the space, time and method of usage.
The Contractor, relating to the documentation provided to the MOL – and regarding its usage according to the Contract – undertakes full warranty of title and implied warranty, as follows

(i) The Contractor declares that it possesses the necessary authorization(s) from the creators or their successors regarding the intellectual products and other documents, on the basis of which the Contractor disposes justifiably and without limitation of the property rights of these products and documents and the Contractor makes this transfer of rights stipulated in this clause expressly with regard to the above mentioned;

(ii) The Contractor warrants that no third person has any right that restricts or prevents the usage of the service.

The Contractor shall notify the MOL in writing about any restriction – other than the above – concerning the usage of rights that he subsequently became aware of, and shall take immediately all steps to eliminate their unlawful nature. In case the third person does not warrant the acquisition of rights corresponding to the demand of the MOL the Contractor may conclude the Contract with this third person only with the prior written consent of the MOL.
Results reached in relation to the Contract may only be sold, informed or published by the Contractor to third parties with the written consent of the Contractor.

8. INVOICING, PAYMENT TERMS AND SET-OFF

8.1. Issuance of the invoice

8.1.1. In case of the Contractor has valid Hungarian VAT number:

A) Invoicing based on specific orders following the performance:
If all contractual obligations are fulfilled according to the terms of the Contract, Contactor shall issue an invoice within 8 days after performance.

B) Invoicing based on fixed term settlement:
Parties agree on a fixed-term settlement according to Section 58 of the Act CXXVII of 2007 on VAT, whereas the settlement period defined in the Contract. Contractor is entitled to issue the invoices within 15 days after the settlement period.

In case of A) and B) points common rules:

In case the currency is different from HUF: The amount of recharged VAT shall be indicated in HUF as well on the invoice by Contractor according to Section 80 and 172 of the Act CXXVII of 2007 on VAT.

If the invoice does not comply with the provisions of the Contract or other provisions (including reporting obligations' fulfilment according to Article 1-5. of Annex 10 of the Act CXXVII of 2007 on VAT) defined as precondition of payment are not fulfilled, MOL shall call upon the other Party in writing to correct the defects. In this case the payment deadline specified in the Contract shall start on the date when the defects have been fully corrected.

C) Issuing collective invoice:

If Parties agree that Contractor shall issue a collective invoice about the subject period performances every month / week (The first period starts with the first calendar day of the reference month and lasts till the first Sunday of the reference month. The last period starts on the last Monday of the reference month and lasts till the last calendar day of the reference month.) /ten days period (From 1st -10th calendar day, from 11th – 20th calendar day and from the 21st calendar day till the last calendar day of the month.)/till 1st -14th day of the current month or from the 15th day to the last calendar day of the reference month (optional) within 8 calendar days pursuant to Section 164 of the Act CXXVII of 2007 on VAT. A collective invoice shall contain all deliveries actually performed in the respective month.

In case of collective invoice maximum one invoice may be issued per month (or per the respective periods previously defined by the parties e.g. weekly, every ten days, etc). According to Section 171 of the Act on VAT, all tax bases (of all performance and delivery) together with the tax rates or tax exemption and with the due date of performance shall be indicated on the collective invoice (not in the appendix).

D) partial performance

If the Parties agree on partial performance according to Section 57 of the Act CXXVII. of 2007 on VAT, whereas in case all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, Contractor shall issue an invoice within 8 days after partial performance.

8.1.2. In case of the Contractor has valid community VAT number

The Fee does not include VAT. According to the reverse charge mechanism MOL shall pay the tax on the basis of Article 194-196 of 2006/112 EC. Invoices issued by Contractor shall meet the requirements defined in Article 219a-240 of 2006/112/EC Directive.
Contractor declares that it does not have permanent establishment on the territory of Hungary according to the Council Implementing Regulation EU 282/2011.
If Contractor has a Hungarian tax number is deemed to be located in Hungary it is not concerned in the present transaction.

8.1.3. In case of the Contractor is NON EU Resident (3rd country):

The Contractor fee does not include VAT. Contractor declares that it does not have permanent establishment on the territory of Hungary.
If Contractor has a Hungarian tax number is deemed to be located in Hungary it is not concerned in the present transaction.

8.1.4. In case of the Contractor is NON EU or EU Resident. Invoicing based on the followings:

A) Invoicing based on specific orders following the performance:
If all contractual obligations are fulfilled according to the terms of the Contract, Contactor shall issue an invoice within 8 days after performance.

B) Invoicing based on fixed term settlement:
Parties agree on a fixed-term settlement, whereas the settlement period is one calendar month/quarter/year. Contractor is entitled to issue the invoices within 15 days after the settlement period.

C) Invoicing based on partial performance following the performance:
The Parties agree on partial performance, whereas in case all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, Contractor shall issue an invoice within 8 days after partial performance.

8.2. Frequency of the issuance

8.2.1. If Parties agree on issuing one invoice

Provided that MOL has accepted the delivery without any reservation or complaint, Contractor shall issue its invoice within the statutory deadline, but in any case not later than 8 days after delivery.

8.2.2. **If Parties agree on issuing invoice periodically**

In accordance with Section 58 of Act CXXVII of 2007 on VAT (Hungary), Contractor shall issue invoices periodically, each invoice covering all deliveries completed during the agreed period of time (the "**Settlement Period**"). If Parties agree that invoicing shall be done

A.) weekly, so the Settlement Period shall be a week, starting on each Monday morning at 00.01 am MOL's local time and ending on each Sunday at 11.59 pm MOL's local time

B.) fortnightly, so the Settlement Period shall be a fortnight starting either on the first or the sixteenth calendar day of each month at 00.01 am MOL's local time and ending on the fifteenth or the last calendar day of the same month, respectively at 11.59 pm MOL's local time

C.) monthly, so the Settlement Period shall be a month starting on the first calendar day of each month at 00.01 am MOL's local time and ending on the last calendar day of the same month at 11.59 pm MOL's local time

D.) quarterly so the Settlement Period shall be a 3-month period starting on the first calendar day of either January, April, July or October at 00.01 am MOL's local time and ending on the last calendar day of March, June, September or December, respectively, at 11.59 pm MOL's local time local time

E.) yearly so the Settlement Period shall be a 12-month period starting on the first calendar day of January, at 00.01 am MOL's local time and ending on the last calendar day of December of the same calendar year at 11.59 pm MOL's local time.

Within five (5) days after the expiry of the given Settlement Period, Contractor shall send to MOL the summary sheet of the deliveries completed during the relevant Settlement Period and based on this Contractor shall issue its invoice within the statutory deadline, but in any case not later than 15 days after the expiry of the Settlement Period.

8.3. Content requirements of the invoice

Each invoice must be issued in compliance with the legal requirementsand shall contain at least the following data:

a) Contract number;
b) SAP MM/SRM or DMS number
d) Number of Call Off
e) Date of invoice issue
f) Date of delivery (if different form issue invoice date)
g) Contractor's
   a. name
   b. address
   c. VAT number
   group tax number
h) MOL's
   a. name
   b. address
   c. VAT number
   d. group tax number
i) Description of the Goods or Services
j) Quantity of the Goods or Services

The original document acknowledging performance signed by both parties shall be attached to the invoice and furthermore contract number / DMS number of the Contract (optional) of MOL and the SAP MM order number (only if there is an order) shall be indicated on the submitted invoice. If the above mentioned requirements are not met MOL considers the invoice as formally defective and is entitled to return it without performance.

Contractor shall send the invoice issued for MOL to the invoicing address (postal addres or in case of e-invoice email address provided) of MOL.

If the invoice does not comply with the provisions of the present Contract or other provisions defined as precondition of payment are not fulfilled, MOL shall call upon the other Party in writing to correct the defects. In this case the payment deadline specified in the Contract shall start on the date when the defects have been fully corrected.

8.1.4. Unless otherwise agreed between the Parties, invoices shall be sent to MOL in hard copies by regular mail to MOL's Bill-to address.

8.4. Payment conditions

MOL shall settle the value of the invoice via bank transfer, if such invoice fully meets the effective legal requirements, within the days agreed in the Contract upon the receipt at the place indicated in the Contract.

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

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

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

8.5. Overdue liabilities

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

8.5.2 If the obligations are in different currencies, MOL may convert either obligation at a daily middle rate of exchange at MOL's account keeping bank in its usual course of business for the purpose of the set-off.

9. PENALTY. LIABILITY FOR BREACH OF THE CONTRACT

9.1. Penalty for late performance

If, due to any reason obligations deriving from the Contract are not met or not in conformity with the Contract fulfilled within the time period set out in the Contract, Contractor shall pay late performance penalty (in Hungarian: "*késedelmi kötbér*"), as follows:

The compensation for each day of delay commenced equals to 1 % of the net Fee as the basis of penalty, but not more than 20 %.

Calculating the penalty, is based on net Fee (i.e without VAT).

In case of late delivery, MOL shall issue a demand letter to Contractor to Contractor's contact coordinates stated in the Specification, stating the period (in days or weeks, in line with the applicable STC) of delay and the amount of the penalty payable, as well as any claims for further damages, if applicable.

The late performance penalty becomes due at the time of the occurrence of the delay.
Payment of the late performance penalty shall not release Contractor from the obligation to perform the Contract.

In case of the Contractor's delay in providing Service or Goods by the period set in the STC, MOL shall be entitled to withdraw from the Contract or to arrange the provision of the Service or its part with a third party at the expense of the Contractor.

The above penalty shall be paid by the Contractor in case if it fails to fulfil its guarantee obligations, until the day the situation is remedied (the complaint is successfully addressed).

9.2. Defective performance penalty

If, due to any reason attributable to Contractor, performance of the Service is not in conformity with the Contract, Contractor shall pay penalty that equals to 20 % of the net value of the Service to MOL.

The defective performance penalty becomes due with the defective performance.

9.3. Penalty for failure of notification

If Contractor know or acting with attention should know it will not be capable to fulfil its obligations under the Contract (e.g., delayed performance, defected performance, or failure to perform) and fails to notify MOL thereof without undue delay, MOL shall be entitled to request Contractor to pay a contractual penalty of 10% of the net Fee for the Service or Goods in question.

9.4. Non-performance penalty

If due to any breach of the Contract by the Contractor the MOL terminates the Contract, Contractor is obliged to pay a penalty on non-performance that equals to 20% of the net Fee as the basis of penalty.

For each act or omission to obstruct or impede MOL's audit under Section 21.2., Contractor shall pay MOL, as penalty equal to 10% of the net Fee as the basis of penalty, min. the amount that equals to EUR 2,000.

9.5. Penalty for violation of non-disclosure or confidentiality obligation and for data protection related obligations

If Contractor violates its non-disclosure or confidentiality obligation set out in the Contract, it shall pay penalty that equals to 20% of the net Fee as the basis of penalty, min. the amount that equals to EUR 5,000.

For each violation of Contractor's data protection related obligations, Contractor shall pay MOL, as penalty that equals to 20% of the net Fee as the basis of penalty, min. the amount that equals to EUR 5,000.

9.6. Penalty for violation of HSE regulations and the Code of Ethics

If the Contractor or its Subcontractor violates the HSE regulations on the registered office, business premises and branch offices of MOL or the Code of Ethics during performing the Contract, it shall pay penalty as follows:

For each violation by Contractor of MOL's HSE regulations and/or Code of Ethics, Contractor shall pay MOL, as penalty that equals to 20% of the net Fee as the basis of penalty, min. the amount that equals to EUR 5,000.

The Contractor shall be responsible and shall pay penalty for the violation of the HSE regulations and the Code of Ethics by his Subcontractors, too.

9.7. General rules of penalty

The MOL is also entitled to enforce the different types of penalties against the Contractor together. In line with the rules of indemnification, MOL is entitled to claim compensation for damages exceeding the amount of the penalty. The MOL may enforce the amount of the penalty (and the damages, if applicable) in a separate demand letter that shall be paid by Contractor via bank transfer to MOL's bank account set out in the demand letter within 15 days of the receipt thereof. Acceptance of performance that fails to meet the requirements specified in the Contract shall not imply any resignation from claims arising from the breach of the contract. Parties declare the contractual penalties to be reasonable and fully agree with them.

9.8. Liability

If any representation, warranty or commitment made by the Contractor and the Contractor turns out to be wrong, false or otherwise untruthful, Contractor shall fully indemnify MOL for all costs, expenses, damages, liability, incurred by MOL arising out of or in connection with such wrong, false or otherwise untruthful representation, warranty or commitment.

Contractor shall bear full responsibility towards MOL for any detriment (direct or indirect, lost profit, or any other damage, including non-material damage) that originates owing to Contractor's breach of obligations, including any potential penalties/sanctions/late payment fees imposed on MOL by third parties. Contractor shall be obligated to compensate MOL for the detriment specified above. The MOL shall be entitled to seek from the Contractor damages in excess of the penalty.

9.9. Reservation

The acknowledgement of a performance that is not in conformity with the Contract does not mean a waiver of other claims originating from the breach of the contract.

10. CONFIDENTIALITY

10.1. Any information that any of the Parties (for the purposes of this Section: the "**Receiving Party**") has received from the other Party (for the purposes of this Section: the "**Disclosing Party**") or has come into the knowledge of Receiving Party in any other way in connection with the entering into and/or performance of the Contract constitutes confidential information (business secret). The Parties shall keep confidential, and treat as business secret, the contents of the Contract and any other information they may obtain or access during, or in connection with, the performance of the Contract. Business secret shall mean any fact, information or other data as well as any compilation thereof that (a) is related to business activities, (b) is confidential in the sense that it is not, as a whole or as a compilation of its elements, known to the public or easily accessible for the persons carrying out the given business activities, (c) has an economic value because it is confidential, (d) has been subject to reasonable care by its proprietor in order to maintain its confidentiality. Receiving Party shall treat such information as confidential and shall not disclose or make it accessible to any third party or use such confidential information for any purpose other than due performance of the Contract. A violation of business secret means unlawful acquisition, use, disclosure, granting access to third parties or publishing of any business secret. To contracting Parties are obligated to refrain

from business secret violation. In this context, without any limitation, the Parties are obligated to refrain from business secret violation. In this context, without any limitation, the Parties are prohibited from disclosing business secrets to third parties, from using business secrets for their own purposes or for those of any third parties, and from publishing business secrets. In case of a violation of business secrets, the Party at fault shall be held fully liable according to Trade Secret Act, the Civil Code and have the Criminal liability provided for by the Criminal Code.

10.2. Notwithstanding the provisions of Section 10.1 above, MOL shall have the right to disclose and disseminate any confidential information within the MOL Group. The fulfilment of the confidentiality obligation of MOL Group members is ensured by the MOL.

10.3. This provision shall not apply to the information to be disclosed by the Parties to third parties providing finance-accounting, legal, HR, insurance, additional financial or debt collection services for MOL upon Contract, and to the assignee in respect of the information necessary for the execution and performance of the assignment agreement in case of assignment of claims arising from the Contract by MOL, furthermore to a third party if the Contract requires the providing a financial security and the information is necessary for the execution and performance of the agreements that are connected to the required security, provided that the Receiving Party has informed its advisors and consultants on the confidential nature of such information and advisors/consultants have committed to the same confidentiality obligations as set out herein. Each Party shall be liable to the other Party for the breach of confidentiality obligations by its advisors and consultants.

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

(i) is in the public domain, or – due to a reason other than the act or omission of the receiving Party – subsequently becomes publicly known, or

(ii) was provably in the possession of the receiving Party prior to the effective date of the Contract, or

(iii) the receiving Party acquired from a third party who is not under a confidentiality obligation vis-á-vis the Party concerned by such information, or

(iv) is to be made public or disclosed pursuant to the law, stock exchange regulation or authority order, to the extent such disclosure is legally required.

10.5. The Contractor undertakes to provably bind also its employees and Subcontractors to comply with the confidentiality obligation pursuant to this article hereof.

10.6. The termination of the present Contract for whatever reason shall not affect the present confidentiality obligation, which shall survive the termination of validity and effectiveness of the Contract and shall remain in full force and effect without limitation of time.

11. PROTECTION OF REPUTATION

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

12. TERMINATION OF THE CONTRACT

12.1. Termination with notice (ordinary termination)

MOL shall be entitled to terminate the Contract in writing with a notice period of 30 days without specifying the reasons thereof. The termination notice shall be handed over in person or sent by a letter with certificate of delivery to the Contractor. The notice period shall commence on the date of delivering the termination to the Contractor. In case of termination Parties shall settle with one another all services and the contractual countervalue thereof, performed until the day of termination.

12.2. Termination without notice (extraordinary termination)

If it is possible to restore the conditions entirely as existed before concluding the Contract, MOL shall be entitled to terminate the Contract in writing with immediate effect and without liability for indemnification thereof, or if the conditions existed before concluding the Contract cannot be restored, MOL shall be entitled to terminate the Contract in writing even with immediate effect and without liability for indemnification, in the following cases:

MOL shall be entitled to terminate the Contract in writing with immediate effect and without liability for indemnification thereof in case of serious breach of the Contract by the Contractor in the following cases. Each of the following acts of omissions by Contractor shall constitute a serious breach of contract by the Contractor:

a) Contractor is in arrears with the provision of Service (the Contractor has been in delay with the performance, or the performance is defective), or
b) if Contractor and/or any person acting on behalf or as a representative of the same materially violates the provisions of the Business Contractor's Code of Ethics of MOL Group, or
c) if Contractor breaches the representation, warranties and commitments as set out Section 6; or
d) if Contractor and/or any person acting on behalf or as a representative of it violates the provisions of the HSE Regulations applicable within the territory of MOL,
e) if Contractor violates its non-disclosure or confidentiality obligations undertaken in the Contract, or
f) if statement or behaviour/action of Contractor damages MOL's reputation, business trustworthiness, or
g) if Contractor violates the Contractor's data protection related obligations set out on the Contract and if Contractor fails to give permission to the processing of personal data or fails to fulfil its obligation to provide information regarding the privacy incident in due time; or
h) the Contractor has breached the obligations related to insurance, or
i) if Contractor fails to fulfil its payment obligation or fails to fulfil this obligation in accordance with the provisions of the Contract, or
j) if Contractor repeatedly or materially violates its contractual obligations not referred to above, or
k) if Contractor obstructs or impedes the MOL's audit under Section 21.2.; or
l) if Contractor fails to deliver a performance bond/bank guarantee to MOL in case the Parties agree on such performance bond/bank guarantee in the Contract; or

m) if Contractor 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.

n) if Contractor is insolvent or a petition for liquidation is filed against it.

12.3. Suspension of deliveries or providing services

The Contractor shall not have the right to terminate the Contract with immediate effect but Contractor shall have the right to suspend deliveries and/or reject Call-offs if MOL has failed to pay Contractor's invoices in accordance with the provisions of the Contract and for a period of 30 days after receipt of Contractor's notice on such payment delay continued its failure to pay.

12.4. General rules of termination

The letter on termination shall be delivered in person, by a courier or by sending a letter with certificate of delivery to Contractor. Letter on termination sent via electronic way shall be signed with e-signature. The notice of termination of the Contract shall be deemed to have been delivered on the fifth (5th) day from the date of posting thereof even, if the addressee has not learnt of its delivery (depositing at the post office). If the addressee refuses to take over the notice of termination from the Contract it shall be deemed to have been delivered on the day of such refusal.

12.5. Effects of the termination

Parties shall settle with one another all services performed and the contractual countervalue paid until the day when the termination becomes effective and shall restore the conditions as existed before concluding the Contract, when possible.

All Call-offs issued but not yet delivered at the date of termination shall remain unaffected and therefore deliveries must be completed as if the termination has not happened.

The termination of the Contract shall not affect any entitlement to compensation for damages, provisions concerning the choice of law, dispute resolution, contractual penalties, defect liability, and other provisions that - based upon the will of the Parties or owing to their nature - are to persist even after the termination of the Contract.

13. FORCE MAJEURE

13.1. Neither Party shall be liable in the event that its performance of the Contract is prevented or delayed, by reason of a natural disaster (including, but not limited to fire, explosion, typhoon, flood, earthquake, tide, lightning), war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable when the Call-off is confirmed (or is deemed confirmed pursuant to the terms of the Contract) by the Contractor and is beyond the reasonable control of the affected Party (a "**Force Majeure Event**"). In the event of non-

performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under the Contract will be extended for a period equal to the duration of the Force Majeure Event. However, the Party so delayed shall use its best efforts to remove or overcome the cause of delay.

13.2. In the event that the performance of a Party is delayed for more than 30 days, the Parties shall conduct negotiations on the possible amendment of the Contract. If such negotiations are not successful within 10 days, either of the Parties shall be entitled to terminate the Contract with immediate effect - which shall be exercisable for so long as the cause of such delay shall continue to exist - , 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.

13.3. The contracting Parties shall, without any delay, notify one another in writing of the threat or the occurrence of any Force Majeure Event 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.

14. COVID-CLAUSE

Each Party acknowledges that at the time of entering into this Contract the COVID-19 pandemic is ongoing and there are official restrictive measures issued by Governmental Authorities with respect to the COVID-19 pandemic. When entering into any Contract, the Parties shall commit to their contractual obligations in full knowledge of such circumstances and risks and shall not seek release of their contractual obligations citing Force Majeure on the basis of the global pandemic situation that is known by them at the time of entering into the Contract. For the avoidance of doubt, the Parties hereby acknowledge that the existing COVID-19 pandemic does not in itself constitute grounds to seek relief from contractual obligations citing the reason of Force Majeure. With regard to Force Majeure declared in connection with COVID-19 pandemic, the Parties agree on the following:

- In view of the pandemic, the Parties have introduced voluntary restrictive measures and they have duly informed each other prior to entering into this Contract; further, the Parties commit to inform each other on any such restrictive measures before entering into any Contract;
- The Parties declare that, they will enter into Contracts that they will be able to fully perform within the deadlines and for the Fee as agreed in the relevant Contract.
- If, after entering into a Contract , the COVID-19 pandemic creates new circumstances or Governmental Authorities issue new measures that are not known to the affected Party at the time of entering into a Contract, and such new circumstances or measures prevent or delay the affected Party from the timely performance of its contractual obligations, then the affected Party shall have the right to invoke Force Majeure.
- Each Party shall accept the other Party's (the "Affected Party") declaration of a Force Majeure if the Affected Party is unable to perform its obligations under this Contract, as a consequence of

- the direct effect of the pandemic on the Affected Party's activity or operational areas reaching a stage where the performance by the Affected Party of its contractual obligations cannot be expected despite Affected Party's best efforts; or
- any measures by any Government Authority relating to the COVID-19 pandemic are taken after the entering into this Contract which makes the performance of contractual obligations by the Affected Party impossible.

15. INVALIDITY

Should any provision of this GTC or the whole Contract become void or invalid, it shall 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.

16. NOTIFICATIONS

16.1. The contact coordinates set out in the Contract shall be used for notices for the below purposes ("**Official Notices**"):

a) to propose and to accept the amendment of the Contract;
b) to propose to change to electronic invoicing;
c) on breach of contract (including, but not limited to sending demand letter for late delivery of Goods or Services as well as for a warranty or guarantee claim;
d) on termination and notifications in relation to the termination.

16.2. 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 once again.

16.3. Notification via electronic mail (e-mail)

For regular communication purposes (e.g. status of the performance) between the Parties in connection with the Contract under this GTC the Parties will use e-mails and such e-mails shall be deemed as written communication between the Parties. The Parties shall deem all statements made via e-mail as the sending Party's formal written statement except for the certificate of performance which may be given only in paper form and duly signed by the Parties. Any statement given in an e-mail shall be deemed as a written statement only if it was given by the sending Party's contact person determined in the Call-off or by the Party's authorized representative.

Contract includes the contact details of the contact persons. If MOL sends the Call-off via electronic means (in e-mail), Contractor is entitled to confirm it in the same form sending his acknowledgement to the e-mail address of the sender or to another electronic (e-mail) address specified by the sender.

If the acknowledgement is transmitted via electronic means Contractor shall attach a copy of the duly signed confirmation to its electronic mail (e-mail).

The Parties acknowledge that the notifications, confirmations defined in the Contract sent electronically, by email to the Contractor and to the MOL are sent without vesting them with actual authorized signature or other authorization (e.g. physical signature). The Parties herby accept such notifications and confirmations as duly signed written statements of the sending Party until proven otherwise, subject to the limitations determined in this Contract.

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 written documents made in the name of the Party, 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 their email systems to be secure at the time of the signing of the Call-off and undertake to inform the other Party without delay on the fact or information that the security of their system is threatened. Parties are liable for any damage arising from their late notification.

The Parties explicitly set forth that the Contract cannot be amended or terminated and no rights or claims arising therefrom can be waived via e-mail.

16.4. Any Official Notice or other document given or sent by either Party to the other in connection with this Agreement shall be deemed to have been received (i) if by registered mail with advice on delivery ("*ajánlott/tértivevény*"), on the date indicated on the postal receipt confirmation, or shall be deemed delivered on the 5th (fifth) day following the date of the attempted delivery (including without limitation the cases where the acknowledgment of receipt returns from the relevant address with a sign "not picked up by the addressee", "addressee unknown", "the addressee refused delivery", or any other sign having similar content), (ii) if the notice was sent via courier or delivery service and the courier or delivery service keeps a registry of mail delivered, on the date indicated therein, or shall be deemed delivered on the date of the attempted delivery if the addressee refuses the receipt, (iii) if it was sent by regular mail, on the fifth (5^{th}) after it was sent, and (iv) if it was sent by email upon successful delivery as indicated in the relevant software. In case that any notice or other document was sent by either Party to the other by registered mail, courier or delivery service, concurrently an email notice shall be sent announcing (i) that any notice or other document was sent and (ii) the way of sending. For the avoidance of doubt the Parties agree, that also in the event that an email notice was sent, any time limit stipulated in the Contract shall not start to run before the notice or other document shall be deemed to have been received in accordance with this paragraph.

16.5. Any Official Notice or e-mail given outside working hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of working hours in such place.

17. PERSONAL DATA PROTECTION

17.1. Provisions regarding personal data processing in case of contact persons

Parties shall comply with the rules of the Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as: General Data Protection Regulation or GDPR) when processing personal data.

Each Party processes the personal data of the other Party's employees and/or other agents or any contributors provided in the Contract, or provided during correspondence. The legal basis for this data processing is GDPR Article 6, Section (1)(b) (necessary for the performance of a contract to which the data subject is party.

According to this GTC both Parties shall be deemed as data controllers concerning the personal data of contact persons in the Contract. Parties process the contact data specified in the Contract.

Parties declare having the legal basis for the data transfer and the transfer must be based on prior information available to the data subject. The privacy notice shall contain the elements required by the GDPR.

Based on the request of any Party the other Party shall demonstrate the privacy notice together with the data transfer or any time after it.

17.2. Provisions regarding personal data management

17.2.1. The Contractor shall comply with the rules of the GDPR and applicable data protection law if and when it processes and transfers personal data.

Contractor is obliged to ensure that all data processing operations have an adequate legal basis, appropriately notify the data subjects, ensure the adequate personnel and technical conditions for personal data processing, introduce adequate measures ensuring data security

Contractor warrants that it complied with all statutory requirements in the course of transmitting the personal data to MOL as Contractor sufficient information to the data subjects and drew attention to the contract provisions and the availability of the Contract. Contractor shall be liable for all damages resulting from the failure to fulfil these obligations.

17.2.2. Each Party undertakes to comply with all provisions of the GDPR during the transmission of personal data, if transfers.

17.2.3. Contractor undertakes to notify MOL of any privacy incidents in writing without undue delay but no later than 24 hours following the incident via e-mail to dpo@mol.hu.

17.2.4. Parties are not entitled to process any special categories of personal data (as defined in Article 9 of GDPR).

17.2.5. MOL informs the Contractor of the details of this personal data process by a separately published privacy notice (hereinafter referred to as "**Privacy Notice**"). MOL is entitled to amend the Privacy Notice, which amendment shall not qualify as a modification to the Contract.

17.2.6. Each Party shall indemnify and hold the other Party harmless against costs, losses and expenditures arising out of a Party's breach of any of the obligations set forth herein or any of the applicable data protection regulations.

17.2.7. Each Party shall respond to the other's data requests and deliver the personal data it processed to the other Party, provided that such data forwarding is permitted by law or by the data subject.

Data Processors

17.2.8 MOL may engage data processors ("**Processors**") for the processing of Personal Data under the STC and/or the Call-off, provided MOL ensures such Processors' compliance with the terms of the GTC, STC and the Call-off.

17.2.9. Prior to the engagement of a Processor, MOL shall inform the Contractor of the intended data processing, thereby giving the Contractor the opportunity to object such change on reasonable grounds, as set forth in Article 28 of the GDPR.

17.2.10. MOL shall remain fully liable to the Contractor for the performance of its data processors' obligations.

18. USE OF SUBCONTRACTOR

18.1. The Contractor is not entitled to use a Subcontractor (performance agent) only upon the following conditions are met.

18.2. Contractor is entitled to use Subcontractor (performance agent) only upon the prior written consent of the MOL. Employing Subcontractor (performance agent) shall be initiated by forwarding the Subcontractor registration form to MOL. MOL's consent shall not release the Contractor from performing its contractual obligations or his liabilities.

18.3. In case of using Subcontractor (performance agent), MOL may, in writing and specifying the reasons thereof, request the Contractor to replace such Subcontractor (performance agent) with another Subcontractor (performance agent) or may prohibit any not reported Subcontractor to enter the territory of the MOL. The Contractor may not reject such request and shall, within 15 days, involve another Subcontractor (performance agent) or perform the relevant work

himself. In case of employing a Subcontractor (performance agent) Contractor shall be fully responsible and liable for the work and performance of the Subcontractor (performance agent) as for his own work and performance.

18.3. MOL may require that Contractor procures certain services from subcontractors that are pre-approved by MOL, in which case Contractor is obliged to comply with such request. Also, MOL may recommend a list of preferred subcontractors who can be hired to provide services at special fees given to MOL Group companies. It is at Contractor's own discretion whether Contractor wishes to hire such preferred subcontractors – if not, prior approval by MOL is not required.

18.4. MOL shall not be obliged to accept performance by an unauthorized third-party subcontractor.

19. AMENDMENT OF THE CONTRACT

19.1 The Contract concluded in writing may also be amended or supplemented in writing in paper form only, unless the Parties agree in the Contract to amend it in electronic form.

19.2. Notwithstanding 20.1. above, the specifications of the Goods set out in the Call-off can be amended in writing duly signed for and on behalf of the MOL by a specific person entitled to agree to change of specifications alone if agreed by the Parties.

19.3. Change of company registration data, in particular, registered seat, representative, bank account number, account-holder bank, including change of organization responsible for the conclusion and performance of the Contract, or contact details should not qualify as the amendment of the 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 MOL, the Contractor 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.

20. COOPERATION

20.1. During performance of the Contract, the Parties shall 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 may have an impact on the performance of the Contract.

20.2 The MOL shall be entitled to carry out audits of the Contractor`s books, records and procedures in order to satisfy itself that the Contractor is in compliance and has complied with the provisions of the present Contract. The Contractor shall procure that the MOL has equivalent rights of audit in respect of the subcontractors as well.

21. NOTIFICATION OBLIGATIONS OF THE CONTRACTOR

21.1. During the term of the Contract, the Contractor is obliged to immediately notify the MOL in writing, if bankruptcy or liquidation proceedings was initiated against it, or its competent organization decides on voluntary dissolution, or its solvency deteriorates, or is likely to deteriorate, for any reason whatsoever, to an extent that it jeopardizes the correct performance of the Contract.

21.2. During the term of the Contract, the Contractor is obliged to immediately notify the MOL, in writing, of all circumstances that jeopardize the timely fulfillment of the obligations set forth in the Contract or could potentially cause unjustifiable increase in costs.

21.3. Contractor shall be obligated to archive all delivery notes, Invoices and other relevant documents for at least 10 years from the delivery of the Goods or providing the Services and to hand them over to MOL in electronic form within 10 Working Days from the date of dispatch of the MOL's request to the Contractor's e-mail.

22. ASSIGNMENT OF THE CONTRACT

The MOL 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 Contractor. By conclusion of the Contract, the Contractor irrevocably approves any such transfer/assignment.

The Contractor shall not be entitled to assign/transfer the Contract or any part thereof or the respective rights and obligations arising out of the Contract to a third party and shall not cede its financial claims under the Contract, either in whole or partially to a third party, without the prior explicit written consent of the MOL. The written consent referred to in the above subsections must be given in a document duly signed by those persons authorized to officially represent the MOL.

23. GOVERNING 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 MOL's country of incorporation, and by excluding the conflicting rules of this law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Dispositive provisions of the Contract and other legal regulations take precedence over business practices.

24. JURISDICTION

Ordinary court clause: Parties shall endeavour to settle amicably all disputes associated with the Contract. In the absence of an agreement being reached amicably, Parties shall refer the dispute to the exclusive competence of the ordinary court as per the registered seat of the MOL.

25. REFERENCE

25.1. MOL is entitled to refer to the Contract or its cooperation with Contractor if a third party explicitly requests this during a call for tender, public procurement process or contract negotiations.

25.2. Without having an explicit written consent from Contractor, MOL 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.

25.3. The Contractor may only be entitled to refer to the Contract or its cooperation and/or business relationship with MOL upon the MOL's prior and express consent in writing. MOL is entitled to revoke its consent provided at any time in writing without giving any reason.

26. HEALTH SAFETY AND ENVIRONMENTAL REGULATIONS

26.1. The Contractor undertakes to fully comply with the up-to–date version of the internal Health Safety and Environmental Regulations (rules of occupational health and safety, fire prevention, environmental protection, prevention of major industrial accidents, carriage of dangerous goods, waste management pursuant to the generally binding legal regulations; hereinafter referred to collectively as the "HSE regulations") effective within the territory of the MOL.

26.2. MOL keeps HSE regulations updated and accessible under the web site: https://molgroup.info/en/about-mol-group/supplier-center/hse-appendix-of-contracts .

26.3. By signing the present Contract Contractor certifies that it acknowledged the HSE regulations applicable on the date the Contract was signed and expressed its consent to be bound by them. The Contractor hereby declares that it has studied and understood such HSE regulations and hereby consents to conduct business in strict compliance with the requirements of such HSE regulations. Further, Contractor hereby declares and warrants that it has forwarded such HSE regulations to all its subcontractors or performing agents (including but not limited to the forwarding company) that will enter MOL's site and instructed such subcontractors or performing agents to act in strict compliance with such HSE regulations on MOL's site. Expressed by its signature the Contractor undertakes to acknowledge the changes of the HSE regulations updated via e-mail and also expresses its consent to be bound by them and obey them from their date of effect. A modification to the HSE requirements of the MOL and to the internal regulations of the MOL shall not require to conclude a written amendment to the Contract. The Contractor shall be obliged to provably make its Employees and Subcontractors familiar without undue delay with the modifications to the HSE requirements and internal regulations of the MOL.

The Contractor undertakes to employ for the performance of works on the territory/in the premises of the MOL only those Employees retrained in the internal regulations of the MOL. The Contractor shall be responsible for occupational health and safety of its Employees/Subcontractors.

26.4. If the Contractor uses a Subcontractors, Contractor undertakes that it strictly makes the Subcontractors study and comply with the up-to-date version of the internal HSE Regulations (working-, fire-, environment protection, traffic etc. rules) effective within the territory of the MOL.

26.5. Should within the territory of MOL or during a work carried out in favor of MOL a HSE incident (in particular: suffering or causing an accident, causing fire or material leakage) or a situation that is not to be qualified as a HSE incident but may call the attention of the press, population or authorities occur, they are obliged to report the above situation 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 HSE incident or the above described situation.

26.6. Should provision of the Service involve an increased risk of fire, Contractor shall be obligated to notify MOL the representatives of the HSE organization of this fact and of the day of the delivery, so that a joint risk assessment may be carried out and preventative measures designated. Contractor has been acquainted with the HSE Requirements and undertakes to respect them during the provision of the Service.

27. SUPPLY OF REACH RELEVANT GOODS

27.1. Supplier warrants to fulfill all compulsory obligations as prescribed in Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter: “REACH Regulation”) and Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on Classification, Labeling and Packaging of Substances and Mixtures (hereinafter: "CLP Regulation"). Supplier shall supply product(s) to MOL only in compliance with REACH Regulation and CLP Regulation. Supplier has provided a written declaration on information concerning REACH Regulation and CLP Regulation in connection with the Good(s), Parties shall enclose the declaration to the Contract. Supplier shall notify MOL on any changes in the data written in the declaration while the Contract is in effect and/or the product is supplied to Customer.

27.2. Supplier shall enclose the Safety Data Sheet to the Contract or to any confirmation of Call-off. The Safety Data Sheet shall include the registration number and meet all provisions of the REACH Regulation and shall form an integral and inseparable part of the Contract.

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

27.4. 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) MOL shall be entitled to refuse the acceptance of the product and/or to terminate (cancel) the Contract with immediate effect, and Supplier shall be liable for all damages caused to the MOL. This includes also the reimbursement of damages caused by providing false information on the Safety Data Sheet.

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

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

28. ACCEPTANCE CODE OF MOL

28.1. CODE OF ETHICS

By signing the Contract, the Contractor certifies that it has reached the Business Provider's 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, expresses its consent to be bound by the obligations deriving therefrom and when performing the Contract Contractor may not refer to the lack of knowledge of these requirements.

28.2. RESPONSIBLE PROCUREMENT RULES

By signing the Contract, the Contractor certifies that it has reached the Code of Responsible Procurement on https://molgroup.info/en/about-mol-group/supplier-center/responsible-procurement, it has studied and understood what has been stipulated therein, expresses its consent to be bound by the obligations deriving therefrom and when performing the Contract Contractor may not refer to the lack of knowledge of these requirements.

29. QUALIFICATION OBLIGATION

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

30. 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

31. EFFECT / TERM OF THE CONTRACT

31.1 The Contract will enter into force by its signature by all Parties to it, or by the acknowledgement of the Call-off as per the provisions of these GTC .

31.2 The Contract shall expire on the date of fulfilling all contractual obligations, if Parties do not agree otherwise in the Contract.

32. LANGUAGE

If the Contract is concluded in both the MOL's language of origin and any other foreign language, than the MOL's language origin shall prevail in the event of any discrepancy between the two versions. In other cases the English version shall prevail.

33. INTERNATIONAL TRADE CONTROLS

Parties hereby warrant that the subject of the Contract, as well as any Call-offs and further transactions between any of the Parties and third parties regarding the subject of the 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: "**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 monies to, from, or through a person or entity), if such performance violates applicable Trade Restrictions.