



MOL-LUB Ltd.

General Terms and Conditions (GT&C) of MOL-LUB Lubricant production, Distribution and Service Limited Liability Company (hereinafter referred as MOL-LUB, or Seller) product Sale Activity to Foreign Partners. The present GT&C is issued by MOL-LUB related to its product sales activity outside Hungary.

PREAMBLE

The present GT&C is available on the MOL-LUB's website (<https://mol.hu/en/lubricants-autochemicals/general-commercial-conditions-lubricants/>) in printable version.

The present GT&C is valid from 01.03.2021

The terms of conditions of the present GT&C are inseparable content of the Delivery/ Frame Contracts concluded between MOL-LUB as Seller and its Buyers or in case of a Confirmation of Order. The present GT&C shall apply in the absence of written and signed document between the Parties, if any other agreement of the Parties about the deliveries exists or if MOL-LUB started the deliveries.

The present GT&C can be modified by MOL-LUB unilaterally. The Buyer has to be informed about the modification via email before the planned amendments become effective. If the Buyer does not object in writing against to the modification within 15 days it shall be considered as accepted.

The GT&C of the Buyer shall not apply in respect of the deliveries.

In the present GT&C:

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

Ptk. means the effective Hungarian Civil Code

Product means all type of products sold by MOL-LUB Ltd: lubricants, auto chemicals, additives, metal working fluids, AdBlue, sanitizers

Buyer means foreign partners who purchase the Product from MOL-LUB

Contract means the Delivery Contract/Frame Contract/Confirmation of Order involving the present GT&C together concluded between MOL-LUB and Buyer

In case of discrepancy between the rules of the present GT&C and the signed Delivery Contract/Frame Contract/Confirmation of Order, the signed document shall prevail.



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I. General commercial terms (price, order handling, terms of delivery, complaints)

I.1 Price

The price(s) of the products and/or services must be specified in the Contract.

I.2 Order handling

General information and order processing: Monday-Friday 08:00-16:00, LUBexportsupport@MOL.hu

I.2.1 Order placement

Orders have to be placed by Buyer in written form:

- either by placing the order into the relevant ERP system
- or by sending the filled Ordering Data Sheet via e-mail

Order shall contain the following information:

Product name with SAP code, packaging, quantity, destination of the product, name and exact address of the Consignee, terms of delivery according to INCOTERMS 2020, desired loading date.

Buyer shall place orders in written form for the required quantity of the Product as follows:

- In case of bulk orders:
 - at least 7 working days before the required loading date
 - if the product is a long lead time item (L): at least 14 working days before the required loading date
- In case of packed products:
 - if the product is a make to stock item (S): at least 7 working days before the required loading date
 - if the product is a make to order item (O): at least 14 working days before the required loading date
 - if the product is a long lead time item (L): lead time to be individually agreed

Concerning the time of dispatch, the Parties' written, mutual consent shall be considered as authoritative.

I.2.2 Confirmation of Order

Orders placed by Buyer has to be confirmed by Seller in case of stock (S) and make to order (O) in 2 working days, in case of long lead time item (L) max. 7 working days in written form. The Confirmation of Order shall contain the following information:

Product name with SAP code, packaging, quantity, name and exact address of the Consignee, terms of delivery according to INCOTERMS 2020, confirmed loading date

I.2.3 Modification of Order

All orders are fixed and "frozen" 2 working days prior the confirmed loading date. Any kind of modification of the order (product, quantity) is possible only before the order is fixed.

In case the order is confirmed by Seller, it is not possible to change the conditions of the order regarding the date of loading, place of delivery, packaging and quantity. In case Customer wishes to modify the above mentioned conditions of the confirmed order, or cancels the confirmed order, or fails to take over the confirmed order in line with confirmed conditions/confirmed amount, Seller is entitled to invoice 10 % of the ordered products countervalue as administrative fee in order to cover the handling, storage and extra administrative costs of Seller. Seller is entitled to claim compensation for damages in case Seller's justified costs exceed the amount the administrative fee.

I.2.4 Minimum order quantity and determination of Quantity (Net Weight)

Order can be accepted only if it's placed at least for the defined minimum order quantity as follows:

I.2.4.1 Minimum order quantity (MOQ) for all packed products

- For all packed products the minimum order quantity is communicated by Seller and accepted by Buyer before/during the order placement.

I.2.4.2 Minimum order quantity (MOQ) for bulk products in tank car

- Uniformly for all type of products: 4000 KG



I.2.4.3 Determination of Quantity (Net Weight)

- The net weight of packed product(s) delivered shall be determined by counting the colli as officially established when the consignment has been handed over to the carrier, and as indicated in the prescribed official delivery document
- The net weight of bulk product(s) delivered shall be determined at Seller's plant on weighing the empty and full tank cars before and after loading.

The total quantity of the goods specified in the Contract is to be understood with a tolerance of +/-1%, according to Seller's choice unless otherwise agreed by the Parties in writing, which will be indicated in the relevant Contract or in the relevant Confirmation of Order.

The net weight stated on CMR is final and binding for both parties and the basis for invoicing.

I.3 Terms of Delivery

I.3.1 Applicable terms of delivery:

“FCA”, “FOB”, “CPT”, “DAP”, “CFR”, „CIF” according to INCOTERMS 2020.

Delivery of the goods shall be effected on the delivery basis agreed upon by the Parties and indicated in the relevant Contract / Confirmation of Order.

I.3.2 Shipping Documents

The Products delivered shall be accompanied by the following documents: Original copy of CMR; . BL shall be sent by Seller to the Buyer separately after the sailing. Additionally any possible documents to be agreed by the Parties which shall be indicated in the relevant Contract/Confirmation of Order.

I.3.3 Responsibility

Ownership, custody and risk of loss in the products shall pass to Buyer when the shipment reaches the delivery point as to the relevant INCOTERMS 2020, specified in clause “Terms of delivery” of the relevant Contract /Confirmation of Order.

I.3.4 Delivery by road

Special limitation of Seller's liability in case of road-transport

Except in case of gross negligence or willful misconduct, the Seller is not liable to the Buyer for late delivery or for any freight late start if it is caused by delay in Buyer's data-report obligation based on the laws of Hungary related to the transport.

I.3.4.1 Delivery in Buyer's road transport vehicle

Tank car / truck loading

Buyer or its agent assumes responsibility for the emptiness of tank car/truck and for the damage caused by the order of loading prior delivered products and currently ordered product, particularly for damages caused by fire protection- security- and product quality change related issues.

- Buyer has to inform Seller at least 1 working day prior the loading date about the name of the carrier and identification number of the vehicle.
- Seller is not responsible for any damages - during reception of products; delivering products; especially to a wrong address- caused by third party carrier. Controversial questions arising from road delivery by third party carrier shall be settled between Buyer and the third party carrier.
- In case of buying hazardous goods, Carrier must comply with ADR (International Carriage of Dangerous Good by Road - in the future ADR), the entering vehicles and its drivers must correspond to ADR directions and to MOL requirements issued by the plant. Seller loads only road tank cars/trucks for Buyer or for its agent that complies with the above regulations. In lack of valid ADR Acknowledgement of the vehicle and an ADR Certificate of the driver and/or duly filled in CMR the plant will refuse to load the vehicle.
- Seller has to inform Buyer in written form if the order contains hazardous goods and is impacted by ADR in any manner.
- The road truck driver shall duly sign and stamp the CMR upon the take-over of the goods otherwise the vehicle cannot leave the plant.
- In case of bulk delivery the tank car should have washing confirmation sheet issued by tank car washer company proving cleanness (washing and drying) of the tank car. Washing confirmation sheet should contain the following codes as confirmation of tank car suitability for filling: PT10 – washing with hot water, P30 – drying, W99/E50 – tube cleaning. If this document is missing, filling up of tank car will be refused. Only EFTCO Washing confirmation sheet shall be accepted by Seller.
- The tank car has to be corresponding to the ordered quantity. Seller is not responsible in case the total ordered quantity can not be loaded into the truck:



- Loading road tank cars takes place according to the earlier confirmed and communicated time gate in the Confirmation of Order. If the tank car is late compared to the confirmed time gate, the filing can happen only on the next first free time gate.
- Loading road trucks takes place according to the earlier confirmed and communicated time slot in the Confirmation of Order.

Any demand for demurrage of Buyer's road transport vehicle will be rejected unless a standby of stay recorded on the data sheet by the transport clerk of the refinery between the arrival and departure of the vehicle is more than the stipulated hours – if any - in the relevant Contract or Confirmation of Order. The driver's rest period taken within the working hours shall be excluded from the duration period as well as any period during which the loading of the truck cannot be performed due to any reason related to the Buyer or its carrier.

Working hours are indicated in the relevant Contract/Confirmation of Order or communicated individually.

If Seller is obliged to pay the demurrage, it shall effect the payment against the invoice issued by Buyer, within 15 days after the date of invoice.

The Seller's payment obligation is deemed fulfilled on the day when its bank account is debited by invoiced sum.

Safety, security, fire protection

The following control process related to drivers of vehicles that perform road transportation operations are in effect:

Every person shall wear the following basic personal protective equipment (PPE) in all technology areas and plants, irrespective of his actual activity:

- Protective safety helmet (hard hat)
- Eye protection: safety glasses for protection against floating particles and supplemented with Plexiglas facemask is required (chemical and/or mechanical protection)
- Safety boots, exclusively boots for physical activities
- Working clothes with the contractor's logo, in anti-static, flame-proof or fire-resistant version as required at the actual place of work
- Safety gloves
- Fall protection equipment (in case of bulk)

If any PPE prescribed above for ensuring safety at work is missing, it is not permitted to work in the loading bay and other facilities in the Plants of MOL.

Directions of placed traffic signs, signals must be kept, speed limit is 30 km/h on main roads and 15 km/h in the plant areas.

Beyond the general valid rules, it is expected to protect instruments and property of MOL

After filling the goods, being in the serving site drivers are responsible for handling the goods according to the relevant regulation, too.

Persons, who committed a foul and failed complying with ADR directions, security/safeguarding/environmental protecting rules effective in the plant, that bears risks of personal harm, company asset impairment or environmental damage, can be banned by responsible technical leaders of filling sites or their assignees for a certain period of time or in case of serious rule breaking, permanently.

I.3.4.2 Delivery in Seller's road transport vehicle

Handing over the goods to consignee, Buyer's recipient shall check the accompanying documents of the goods at the arrival of the means of transport.

The circumstances for the takeover/discharging of the consignment should be ensured by Buyer when the consignment arrives.

In case of liquid product recipient shows the connection point of unloading hose, by that, the driver of the road tank car executes the connection.

The takeover of the goods shall be certified by the Buyer or its consignee by duly signing and stamping the CMR.

I.3.5 General warranty conditions

Seller assumes a warranty to ensure that the products it supplies - in compliance with the warranty terms described in the I.3.5.3 paragraph - comply with the quality standards for the warranty period indicated on the labels of the packaging. The identifiers shown on the package are served as qualitative certificates.

I.3.5.1 Quality certification

If requested by the Buyer, Seller provides a quality certificate for the different items of delivery which sets out the most important quality parameters and compliance with the product specification.



I.3.5.2 Warranty period

The warranty period is documented on the labels of the product's packaging and on the technical data sheet. The warranty period shall be calculated from the date of production.

I.3.5.3 Warranty conditions

Seller is not liable for product deterioration if it is caused by improper use, improper transport and storage. Conditions related to the transport and storage of the product:

- Storage is carried out only in sheltered locations
- Containers must not be stacked
- Drums can be placed on top of each other, in up to three rows maximum
- Small packed products must be stored on racks, pallets or specially designed shelves for this purpose, and a maximum of 1 pallet lubricant can be placed in a row
- Storage conditions set out on the product label and/or technical data sheet are completely followed

I.3.6 Complaints

Complaints must be reported in writing with appropriate reasons, attaching all documents supporting such complaint. The fact of making a complaint does not exempt Buyer from its payment obligations towards Seller

I.3.6.1 Quantity complaints, Transport related complaints, Packaging quality complaints and Invoicing related complaints

In case of quantity, transport related, packaging quality and invoicing related complaints, Buyer has to send by mail the following documents, otherwise, the Seller cannot accept any quantity complaints. Documents to be sent latest within 24 hours from the receipt of the product:

Bulk products

- Official weighing ticket taken at arrival point
- Official confirmation for the status of seals of road tank
- Copy of CMR waybill
- Quantity complaints shall not be accepted if they relate to shortage in weight not exceeding 1%

Packed Products

- Protocol of takeover signed by carrier and Buyer/Consignee;
- Copy of CMR waybill

Complaints may only be raised in accordance with the delivery terms:

- FCA: Complaints shall not be accepted after the Products have been taken over by the Buyer/first carrier and the CMR has been signed by the carrier.
- CPT: Complaints shall not be accepted after the Products have been taken over by the Buyer/first carrier and the CMR has been signed by the carrier.
- FOB: Complaints shall not be accepted after the Product passes the rails of the vessel in the loading port.
- DAP: Complaints may only be raised upon the arrival of the goods at the appropriate point of destination.
- CFR, CIF: Complaints may only be raised latest within 3 working days from the receipt of the product.

I.3.6.2 Product Quality complaints

Product Quality complaint shall be given to Seller within 5 working days from the moment of the delivery of the products. Product Quality complaint can refer to hidden defects which can be revealed only in process of sale, test or usage of the product.

In respect of the quality of the goods, Seller's Quality Certificate(s) shall be authoritative.

In case of quality complaints, if the complaint may not be settled by the Parties in an amicable way, an independent quality inspector shall be authorized in order to investigate the quality. The results of such an investigation are final and binding upon the parties. All costs of the quality investigation shall be borne by the unsuccessful party.

In case of Buyer's road tank car, Buyer shall assume responsibility for the cleanness and proper suitability of the transport vehicles provided by it; in such cases, Seller shall exclusively guarantee the quality of the goods filled/loaded into the transport vehicle, by the sample taken before filling/loading.

In the event of an accepted complaint, if the objected product is suitable for use, the Buyer may complain for a price discount, but he shall prove the extent of loss of value. The Seller shall be entitled to replace such product, instead of giving a price



discount. If such product is not suitable for use, the Buyer shall have the right to complain for its replacement without any additional costs.

The Buyer will not have the right of disposition over the contested goods without the previous written approval of Seller - as long as its claim is finally settled - otherwise, all its claims will become null and void.

In the event of a quality defect, Buyer is not entitled to terminate the contract and/or to claim compensation for damages, nor does he have the right of disposition over the objected product without the approval of Seller until his claim is declared to be fully lawful. In the contrary event Buyer's all claims will become null and void.

Seller assumes liability for the quality of the identifiable goods stored separately during the proceedings of the claim, on condition, that the deterioration did not occur during transport or in the course of the storage with the Buyer.

The Seller shall not be liable for a breach of the warranty if:

- the Buyer makes any use of such Product after giving a notice; or
- the deterioration did occur during transport organized by Buyer or in the course of the storage with the Buyer; or
- the defect has arisen because the Buyer failed to follow the Seller's written instructions as to handling, storage or use of the Product;

The Seller shall not be responsible, in any manner, for any consequential damage (including but not limited to loss of production, products, profits, revenue, overheads or contracts).

In the event of accepted claim having as object density determination, than price should be re-calculated by the Seller and correction invoice should be issued accordingly.

II. Payment, invoicing and tax related conditions

II.1 Applicability

Applicable Terms of Invoicing and Payment are as follows with the conditions detailed below:

- Advance Payment
- Deferred Payment
- Payment by means of security

Payment and invoicing shall be effected on the terms indicated in the relevant Delivery Contract/Frame Contract/Confirmation of Order and according to the relevant legal regulation of Hungary.

Currency of invoicing and payment shall be either HUF, EUR or USD as indicated in the relevant Delivery Contract/Frame Contract/Confirmation of Order. Currency of invoicing and payment should be identical.

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

E-invoicing

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

Authorization

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

II.2 Terms of Payment and invoicing

Payment and invoicing shall be effected on the terms indicated in the relevant Delivery Contract/Frame Contract/Confirmation of Order. Currency of invoicing and payment should be identical.

II.2.1 Advance payment conditions

Buyer shall settle the advance payment against Proforma invoice (advance payment letter) via bank transfer – by indicating the Proforma invoice (advance payment letter) number - to Seller's bank account specified in the relevant Delivery Contract/Frame Contract/Confirmation of Order.

Products' loading can be effected only after the amount of the advance has been credited on Seller's bank account.

If all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, Seller is entitled to issue an invoice after the loading on the total amount of counter-value according to the related regulation of Hungary. The invoice shall be sent by Seller to the invoice mailing address of Buyer defined in the Delivery Contract/Frame Contract/Confirmation of Order.



II.2.2 Deferred payment conditions

In case of full performance of the obligations defined in the contract, MOL-LUB shall be entitled to issue the invoices according to the related regulation of Hungary.

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

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

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

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

II.2.3 Special deferred payment - payment by means of security

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

The Security shall be applicable for any obligation of Buyer arising from this valid Delivery Contract/Frame Contract/Confirmation of Order.

The Value, Type and Validity of Security is indicated in the relevant Delivery Contract/Frame Contract/Confirmation of Order.

Should Buyer not fulfil its payment obligations, Seller has the right to satisfy its claim against Buyer by making use (from the amount) of the security. The case when Seller is forced to make use of the security due to non-fulfilment of Buyer's payment obligation, means a serious breach of contract.

II.2.3.1 Bank Guarantee

Seller is obliged to make delivery to Buyer only after the opening and up to the amount of the bank guarantee. Buyer provides a bank guarantee to the payment on credit. The bank guarantee has to be issued by a first class international bank – acceptable by the Seller - irrevocably and in a form (according to the Attachment to the Delivery Contract/Frame Contract/Confirmation of Order) previously accepted by Seller and in which the bank undertakes irrevocable and unconditional payment within 3 days from the first written request of the Seller without examining the contractual relationship. Buyer has to open the bank guarantee in favor of Seller in such a way that it should be available to Seller at any time. Buyer must have a valid bank guarantee during the whole duration of the Contract + days of deferred payment + 15 days or during the whole period of the fulfilment of all commitments. The bank guarantee shall be opened prior to deliveries. Seller can hold back deliveries until the required security of payment is provided by the Buyer.

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

The last delivery under the present bank guarantee can take place at latest as to the date stipulated in the relevant Delivery Contract/Frame Contract/Confirmation of Order.

II.3 Other provision related to payment

II.3.1 Bearing of bank charges

In case of EUR the expenses of the sending bank shall be borne by the Buyer, and the expenses charged by any other banks (correspondent or beneficiary) participating in the transaction shall be borne by Seller (defined as „SHA”).

In case of USD all bank expenses connected to the transaction shall be borne by the Buyer (defined as „OUR”).

II.3.2 Overdue liabilities

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

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

Seller informs Buyer regarding which liability of Buyer was offset by Seller from the amount transferred by Buyer.

II.3.3 Default interest

Should the Party having payment obligation under the contract fail to settle any amount due to the other Party at the due date, it is regarded as late payment. For the period of the payment delay, that is from the first day of the delay to the day of



actual payment of the amount overdue, the defaulting Party shall pay default interest the rate of which shall be the reference interest rate + 8% p.a.

Reference interest rate is the 1 month interbank rate of the currency of the overdue amount as set out in the payment terms of the relevant contract, quoted on the first working day of the month when the defaulting Party falls in delay, whereas:

- 1 month EURIBOR in case of EUR, or
- 1 month LIBOR in case of USD, or
- 1 month BUBOR in case of HUF.

The Party in delay shall pay the accumulated default interest to the other Party in 8 days upon receipt of the demand letter. The default interest shall be calculated by the Parties on the basis of the actual number of days of the delay and considering 360 days per year.

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

II.3.4 Credit limit

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

II.3.4.1 Debt arising out of contract concluded with Seller limit

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

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

II.3.4.2 Credit limit

Seller provides credit limit (hereinafter Credit Limit) for an amount indicated in the relevant Delivery Contract/Frame Contract/Confirmation of Order with Buyer concerning delivering goods and rendering services upon the contract.

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

Seller is entitled to modify – by sending a written notice to Buyer simultaneously – the amount of the Credit Limit or to suspend the delivery without Buyer's consent in case it has established negative information on Buyer's financial condition or solvency. Among others, the followings shall be considered as negative information:

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

In case of such modification of the Credit Limit Seller shall notify Buyer simultaneously in writing. The fact that Buyer does not accept the modification of Credit Limit does not constitute automatically the termination of the contract, in such case Parties shall conduct negotiations, the result of which shall be recorded in minutes. If the negotiations are not successful within 30 days, the contract terminates on the 31st day from the beginning of negotiations, and the Parties shall completely settle accounts with one another.



II.4 Tax related provisions

II.4.1 General Tax Provisions (related to VAT, customs and excise duty)

The present GT&C can be applied when MOL-LUB is the first party in the chain selling its own product.

The prices do not include VAT.

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

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

II.4.1.1 Supply of (excise or non-excise) products to EU Member State

Supply of products within the territory of the European Community has to be carried out to an entity with valid EU VAT number. The delivery of product within the territory of the European Community qualifies as Intra-Community supply, which is exempt from VAT based on Article 138 of 2006/112 EC Directive on the side of the Seller. VAT is to be declared by Buyer. Invoices issued by Seller shall meet the provisions of Article 219a-240 of 2006/112/EC Directive. For tax purposes, the invoice shall contain the “Exempt intra-community supply with the right of deduction according to Article 89 § of the Act on VAT” phrase.

Buyer declares and guarantees the followings:

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

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

In case of FCA, FOB, CIF, CFR, CPT, DAP parity delivery basis, by each performed delivery:

- Buyer sends its “Declaration” as per Attachment of the Delivery Contract/Frame Contract/Confirmation of Order to Seller, signed and stamped duly by the Buyer, and
- Buyer shall enclose the copy of the CMR/BL (referred to as „Waybill”) to the „Declaration”, as defined in the Declaration. The Waybill has to be duly signed and stamped by the Seller, the Buyer and the forwarder.

By each performed delivery, Buyer – without undue delay but not later than 15 days after dispatch of the product – declares and shall return the “Declaration” that:

- the goods had been transported from the place of dispatch to the respective EU Member State as place of destination determined in the relevant boxes of the waybill and stated in the Delivery Contract/Frame Contract/Confirmation of Order, and
- the goods had been duly delivered (arrived) as well in the EU Member State stated in Delivery Contract/Frame Contract/Confirmation of Order

Should either the „Declaration” or the „Waybill” as defined above not arrive back within 15 days after the dispatch of the product - as defined in the Declaration - or anyhow the above declarations are breached, Buyer acknowledges that Seller has the right to rectify its invoice charging VAT as regulated by the Law of Hungary and also has the right to forward any additional costs and arisen financial responsibilities (any forms of penalty) by issuing a debit note. Buyer shall settle the amount of rectifying invoice and debit note in 8 days from their date of issuance.

II.4.1.2 Supply of (excise or non-excise) products to non-EU country

Supply of products to non-EU country has to be carried out to an entity having its seat outside the territory of the European Community whereas the product has to leave the territory of the European Community within 90 days of the date of supply.



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

Buyer declares and guarantees the followings:

- Buyer does not have permanent establishment on the territory of Hungary, and
- The goods are not used by commercial means (excluding the free trial or trial production) until the goods leave the territory of the European Community, and
- The supplied product is not subject to further sale-purchase agreements in the territory of the European Community.
- The goods have been transported from the territory of Hungary to outside the intra- European Community as defined in the Hungarian Act on VAT and have duly arrived at the destination specified in the relevant boxes of the CMR or railway bill of loading.
- According to the rules of the Hungarian Act on VAT, we transported the above-mentioned Product(s) as the Buyer thereof; and
- we (as second party) does not use the vehicles of our buyers or the vehicles of other parties in the chain, moreover we do not entrust our buyer (third party) with the transportation, further: any other party in the chain does not transport the goods on behalf of us.
- in every cases (FCA, DAP, CPT, CIF, CIP) the CMR or railway bill of loading has to be duly signed and stamped by the Seller, the Buyer and the forwarder and the Buyer shall send the copy of the CMR or railway bill of loading to the Seller within 15 days from the delivery.

Only in case of fallback of export customs (malfunction of electronic) procedure in the EU, paper based export document ("EV document" marked on the exit of goods, if available, or CMR with a customs mark on the exit of goods) is duly returned to the Seller within 15 days from its date of issuance..

In case of FCA, FOB, CIF, CFR, CPT, DAP parity delivery basis, by each performed delivery Buyer declares and guarantees – both in the event of normal customs (via electronic) and fallback of customs (malfunction of electronic) procedure – that:

- The exit of the product from the territory of European Community will be completed directly by Buyer or on his behalf (by Buyer's carrier) within 90 days of the date of supply, and
- The goods have been subject to customs procedure in the country of the Buyer, and
- goods have been subject to customs procedure in the country of the Buyer, and

Only in case of fallback of customs (malfunction of electronic) procedure, paper based Waybill duly signed by the Buyer and paper based customs clearance document ("EV document") is duly returned to the Seller within 15 days from its date of issuance.

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

II.4.1.3 Chain transactions and triangle transactions

In case of chain transactions or triangle transactions, depending upon the destination of the product, provisions of „Supply of (excise or non-excise) products to non-EU country” or provisions of „Supply of (excise or non-excise) products to EU Member State / within the European Community” are respectively applicable with the following specialties:

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

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

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

- A. The Seller, or
 - B. The second party in the chain (exclusively as Buyer) is allowed to transport or organize the transport of products.
- In this (second) case the Buyer declares and guarantees that the Buyer (as second party) does not use the vehicles of its buyers or the vehicles of other parties in the chain, moreover the Buyer cannot entrust its buyer (third party) with the transportation. Additionally the Buyer declares and guarantees that any other party in the chain does not transport the goods on behalf of the Buyer.



In case chain transactions or triangle transactions are concluded on FCA, FOB, CIF, CFR, CPT, DAP parity delivery basis, - irrespective of whether deliveries are concluded under EMCS system or not – by each performed delivery “Declaration” is required to be returned by buyer/consignee, moreover paper based Waybill is required to be returned, as follows:

- In case of supply of (excise or non-excise) products to EU Member State Buyer sends its “Declaration” as per Attachment of the Delivery Contract/Frame Contract/Confirmation of Order to Seller, signed and stamped duly by the Buyer, and
- In case of supply of (excise or non-excise) products to EU Member State Buyer shall enclose the copy of the CMR/BL (referred to as „Waybill”) to the „Declaration”, as defined in the Declaration. The Waybill has to be duly signed and stamped by the Seller, the Buyer and the forwarder, and
- If the second party in the chain (as a Buyer) transports (or organizes the transport) the product outside of the territory of the European Community, only in case of fallback of export customs (malfunction of electronic) procedure in the EU, paper based export document (“EV document” marked on the exit of goods, if available, or CMR with a customs mark on the exit of goods) is duly returned to the Seller within 15 days from its date of issuance..

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

II.4.2 Excise products

Products are considered excise products if these are under the scope of EMCS system according to Commission Regulation (EC) No. 684/2009 of 24 July 2009, or Commission Regulation (EC) No. 3649/92 of 17 December 1992.

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

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

II.4.2.1 Supply of excise products to EU Member State / within the territory of the European Community

The Seller provides the Buyer with the data necessary for the delivery and data relating to the excise licenses. Should the data not provided the delay in delivery can't be blamed to the Seller.

Supply of excise products within the territory of the European Community are delivered with a Simplified Accompanying Document (SAD) which is prepared outside of EMCS system, or with suspension of excise duty with e-AAD. If the products are delivered with SAD the consignee sends back the 3rd copy of the document with the certificate of receipt. The copy contains the certificate of the competent authority of the country of destination too. When delivering with E-AAD the consignee sends the certificate of receipt within 5 working days of the end of the delivery in the EMCS system.

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

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

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

By each performed delivery, Buyer sends its “Declaration” as per Appendix of the Delivery Contract/Frame Contract/Confirmation of Order to Seller, signed and stamped duly by the Buyer according to Section “Supply of (excise or non-excise) products within the territory of the European Community” of “General Tax Provisions”.

As addition to the “Declaration”, paper based Waybill signed by the buyer/consignee is required to be returned by buyer/consignee in the following cases:

- If transactions are concluded on FCA and FOB delivery basis, or
- The relevant tax authority requires for tax audit purposes

Should Seller be obliged to present any original version of the Waybill to the Hungarian Tax Authority during tax audits - upon the request of Seller – without undue delay, Buyer is obliged to present and hand over the duly signed and stamped itemized Waybills to the Seller related to the Delivery Contract/Frame Contract/Confirmation of Order. Waybill and paper based “report of receipt” of products are required to be returned by buyer/consignee.



II.4.2.2 Supply of excise products to non-EU country

An E-AAD (E-Accompanying Administrative Document) is required from Seller in the EMCS system for the sale of excise goods to a non-EU country. This is linked to the customs clearance system. When the product is cleared, EMCS closes the process.

Buyer declares and warrants that the goods leave the territory of the European Community within 90 days of the date of supply.

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

III. Legal and other conditions

III.1 Termination of the contract

III.1.1 Termination without cause

If the Parties has concluded their Contract for an unlimited time, either of the Parties 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 Buyer.

In case of termination Parties shall settle with one another all services and the contractual counter value thereof, performed until the day of termination.

If the Parties has concluded their Contract for limited time more than one year without quantity obligation, MOL-LUB shall be entitled to terminate the contract in writing, with a notice period of 90 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 Buyer.

In case of termination Parties shall settle with one another all services and the contractual counter value thereof, performed until the day of termination.

III.1.2 Termination with cause

If it is possible to restore the conditions entirely as existed before concluding the Contract, MOL-LUB shall be entitled to rescind from 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-LUB shall be entitled to terminate the Contract in writing even with immediate effect and without liability for indemnification, in the following cases:

- a. if Buyer and/or any person acting on behalf or as a representative of the same materially violates the provisions of the Business Partner Code of Ethics of MOL Group, or
- b. if Buyer 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-LUB or
- c. if Buyer violates its non-disclosure obligations undertaken in the Contract, or
- d. if statement or behavior/action of Buyer damages MOL Group reputation, business trustworthiness, or
- e. if Buyer fails to deliver in due time set out in the Contract, or
- f. if Buyer repeatedly or materially violates its contractual obligations not referred to above, or
- g. if Buyer has a debt outstanding for more than 30 days against any member of the MOL Group the sum of which is at least EUR 1000 per any member of the MOL Group or the aggregate of all its debts outstanding for more than 30 days against the members of the MOL Group equals to or exceeds EUR 10,000 (in case any debt is outstanding in a currency other than EUR, such debt has to be converted on the rate of European Central Bank for such exchange / EUR (ECB fixing), or.
- h. if Buyer is insolvent or a petition for liquidation is filed against it

The letter on rescission or termination shall be delivered in person, by a courier or by sending a letter with certificate of delivery to Buyer. In case of rescission by MOL-LUB the Parties shall settle with one another all services performed and the contractual counter value paid until the day when the rescission becomes effective and shall restore the conditions as existed before concluding the Contract.

In case of termination the Contract for cause by MOL-LUB the Parties shall settle with one another all services performed and the contractual counter value paid – including the breach of contract and its consequences – until the day when the termination becomes effective

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

III.2 Notifications

III.2.1 Notification by a letter with certificate of delivery

If the Contract prescribes that a legal statement shall be delivered by sending a letter with certificate of delivery and the addressee does not take over such mail with recorded delivery sent to its delivery address defined in the Delivery



Contract/Frame Contract/Confirmation of Order or in lack of this to its registered seat for any reason, the delivery of the mail has to be attempted again. If the repeated delivery proves to be unsuccessful, the mail qualifies as delivered within 5 (five) days from the repeated posting

III.2.2 Notification via electronic mail (e-mail)

The Parties agree that they inform each other on the information related to the performance of the contract (including the issuance and acceptance of calls and orders on the basis of the contract) via electronic mailing system.

Contact details of the contact persons during the performance of the Contract of MOL-LUB and Buyer are indicated in the Delivery Contract/Frame Contract/Confirmation of Order

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

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

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

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

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

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

III.3 Regulations

III.3.1 Acceptance of Business Partner Code of Ethics

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

III.3.2 Acceptance of the HSE Regulations

The Buyer undertakes to fully comply with the internal HSE Regulations (working-, fire-, environment protection, traffic etc. rules) effective within the territory of the Seller.

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

III.3.3 Duty of notification

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

III.4 Penalty

III.4.1 Penalty for violation of non-disclosure obligation

If the Buyer violates its non-disclosure obligation, it shall pay penalty that equals to 100.000 EUR

III.4.2 General rules of penalty

MOL-LUB is also entitled to enforce the different types of penalties against the Buyer together.

In line with the rules of indemnification, MOL-LUB is entitled to claim compensation for damages exceeding the amount of the penalty. MOL-LUB may enforce the amount of the penalty in a separate demand letter that shall be paid by Buyer via bank transfer within 15 days of the receipt thereof.



III.5 Liability

Except in case of gross negligence or willful misconduct, neither party shall in any event, including any negligent act or omission on its part, be liable to the other for any consequential, unforeseen, indirect or special losses, expenses or damages of any kind in connection with the Contract.

The provisions of this section shall continue to apply notwithstanding the termination or expiry of the Contract for any reason whatsoever.

III.6 REACH

Parties establish that the Product(s) subject to the contract fall(s) under the scope of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter: REACH Regulation) and/or Regulation (EC) No 1272/2008 of the European Parliament and of the Council concerning the Classification, Labelling and Packaging of substances and mixtures (hereinafter: CLP Regulation). Buyer declares that it is aware of the provisions of the REACH and CLP Regulations and undertakes to fully comply with the provisions applicable to it. Parties agree to cooperate in every respect to comply with the provisions included in REACH and CLP Regulations.

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

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

In case of MOL branded products which were placed on the market for professional and consumer use, products have been notified to the Posion Centers of all EU-member states.

Private Label products have been notified to the Posion Centers of EU-member states listed in the private label delivery contract based on the agreement of the Parties.

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

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

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

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

Parties agree that the Seller can send SDS to the Buyer in electronic form as an e-mail attachment, or thru link, using the email address indicated in the valid contract between the Seller and the Buyer. SDS sent in this manner is equally valid as SDS sent in paper form.

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



III.7 Other conditions

III.7.1 Non-disclosure clause

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

This provision shall not apply to the information handed over to MOL Group members. The fulfilment of the confidentiality obligation of MOL Group members is ensured by MOL-LUB.

This provision shall not apply to the information to be disclosed by MOL-LUB to third parties providing finance-accounting, legal, HR, insurance, additional financial or debt collection services for the MOL-LUB 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 the MOL-LUB furthermore to a third party if the Contract requires the providing a financial security and the information is necessary for the execution and performance of the agreements that are connected to the required security.

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

- 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
- was provably in the possession of the receiving Party prior to the effective date of the contract, or
- the receiving Party acquired from a third party who is not under a confidentiality obligation vis-à-vis the Party concerned by such information, or
- is to be made public or disclosed pursuant to the law, stock exchange regulation or authority order, to the extent such disclosure is legally required.

The termination of the present Contract for whatever reason shall not affect the present confidentiality obligation, which shall expire 3 years from the date of termination.

III.7.2 Reference

Both parties are entitled to refer to the Contract or their cooperation with the other Party if a third party explicitly requests this during a call for tender, public procurement process or contract negotiations. Without having an explicit written consent from the other Party Parties only entitled to disclose the existence and the subject of the Contract (with disclosing the volume of goods or services pertaining to the subject matter of the contract) to the third party.

III.7.3 Force Majeure

It is not qualified as breach of contract, if any/either of the contracting Parties cannot perform its contractual obligations due to reasons beyond the control of any of the Parties (force majeure). Circumstances to be considered as force majeure shall mean unforeseen events that cannot be prevented by human efforts (e.g. war, earthquake, flood, fires, terrorist attack, etc.), are beyond the control of the Parties and directly hamper the given Party's ability to perform its contractual obligations.

The contractual deadlines shall be extended in proportion to the duration of force majeure.

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

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

III.7.4 Invalidity

Should any provision of the Contract becomes void or invalid, it does not affect the validity of the other provisions and the Contract itself, unless the Parties would not have concluded the Contract without the provision proved to be void or invalid.

III.7.5 Transferability / Assignment

MOL-LUB is entitled to transfer/assign the Contract in whole or in part or specific rights, obligations or claims arising from the Contract to a third party, with the prior notice of the Buyer. By signing the Contract, the Buyer irrevocably consents to any such transfer/assignment



III.7.6 Applicable law and arbitration clause

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

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

III.7.7 Full agreement clause

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

III.7.8 Change of company registration data

Change of company registration data, including change of company name, registered seat, representative, bank and bank account number, organization responsible for the conclusion and performance of the Contract and change of contact persons, shall not qualify as amendment of the Contract. Such changes shall, depending on circumstances of the given case, be communicated by the affected Party to the other Party in writing 10 days in advance or 10 days following the occurrence (registration) of the change.

III.7.9 Sanction clause

Parties warrant that the subject of the present Contract, as well as any further transactions between any of the Parties and third parties regarding the subject of the present Contract, furthermore the Parties themselves and their representatives involved in the Contract are not subject to restrictive measures administered by the United States of America, the United Nations Security Council, the European Union, a member state of the European Union or the United Kingdom (hereinafter: "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.

III.7.10 Anti-corruption clause

Seller and the Buyer warrant that in connection with the Contract under the present GT&C they will each respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders of the European Union and the United States of America relating to anti-bribery and anti-money laundering.

Both, Buyer and Seller represent, warrant and undertake to the other that they shall not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to:

- a) a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
- b) an officer or employee of a public international organization;
- c) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
- d) any political party or official thereof, or any candidate for political office;
- e) any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Buyer or Seller;
- f) or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
- g) engage in other acts or transactions

III.7.11 Duty of notification in the Electronic Public Road Trade Control System (hereinafter abbreviated as: EKAER) in case of Intra community transactions

If the goods are transported by road Buyer accepts that transport can only be started in possession of an EKAER number in accordance with Act XCII of 2003 on the Rules of Taxation. Buyer is obliged to provide MOL-LUB with the data necessary for the notification in the Order, or at the latest before the deadline specified by the law.

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



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

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

III.7.12 Provisions regarding personal data processing in case of contact persons

Parties shall comply with the rules of the Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as: General Data Protection Regulation or GDPR) when processing personal data. According to their concluded contract both Parties shall be deemed as data controllers concerning the **personal data of contact persons** in the contract. Parties generally process the following contact data: name, e-mail address, telephone number (occasionally signatures) Parties declare having the legal basis for the referred 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.

Privacy Notice on processing activities of MOL-LUB Ltd regarding the management of contractual offers, the conclusion and performance of commercial contracts, and related activities is available at the following website:

https://mol.hu/images/mol_hu/pdf/MOL_LUB_Commercial_Privacy_Notice_effective_from_29_07_2020.pdf

III.7.13 Duty of notification in the Italian Traceability System of Lubricants transported on road (hereinafter abbreviated as: CAR)

If the goods are transported by road and will be released In Italy or the goods will be transported through Italy, Buyer acknowledge that transport can only be started in possession of a CAR number due to the obligations set out in the Italian Minister Decree 22/04/2020 (Traceability of lubricants).. Therefore, if Buyer is obliged to create CAR request in CAR system, Buyer shall notify Seller via email accordingly at latest 3 working days before requested arrival date of delivery or to provide MOL-LUB in time with the data necessary for the CAR request.

In the event of a change regarding the originally given data falling in the sphere of the Buyer, the Buyer shall immediately provide MOL-LUB with the changes specifying the exceptional and justifiable reasons supporting the change request, pursuant to art.6 D.Lgs. 22/04/2020.

Buyer undertakes to pay the charges stated by the Italian tax authority (penalty or other costs) on non-compliance of CAR data supply due to the failure of Buyer or the contractual transporter of Buyer, should such charges be paid by Seller to the tax authority. These charges must be paid by Buyer against debit note issued by Seller within 15 days from its receipt.