



## General Terms and Conditions (GT&C) for MOL Plc. Biocomponent Procurement

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### Preamble

The present GT&C is available on the MOL Plc.'s website ( www.mol.hu ) in printable version. The present GT&C can be obtained in a pdf form upon request.

The present GT&C is valid from 01 March, 2017.

The terms of conditions of the present GT&C are inseparable content of the Deal sheet/Contract concluded between MOL Plc. as Customer and its Suppliers for deliveries of biocomponents.

The present GT&C also is applied in absence of written and signed document between the Parties, if any other agreement of the Parties about the deliveries exists or if MOL Plc. started the purchases.

The present GT&C can be modified by MOL Plc. unilaterally. The Seller has to be informed about the modification before the planned amendments become effective. If the Seller has no written objection against to the modification within 15 days it is regarded as accepted.

The GT&C of the Seller are not applied in respect of the deliveries.

In case of discrepancy between the rules of the present GT&C and the signed Deal sheet/Contract, the signed document is prevail.

### Definitions

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

**Ptk.**– means the Hungarian Civil Code (Act V of 2013 on the Civil Code)

**Supplier:** Contracting Party

**Customer:** MOL Plc.

**Order:** shall mean a document sent by Customer for ordering the performance (or partial performance). Customer is entitled to order the Product from Supplier. Supplier shall be obliged to completely perform the Order in accordance with the terms and conditions of the Contract.

**Deal sheet:** document signed by both parties, containing the agreed business terms and conditions

**Contract:** means Deal sheet, the GTC and the Order together, i.e. the contractual relationship established upon the individual Order given and accepted as per the provisions of the Contract.

**Product:** means fuel ethanol meeting the EN 15376 technical standard, which may be requested by Customer as either undenatured (CN code: 22071000) or denatured with minimum 1 m/m% ETBE (CN code: 22072000), or

FAME (fatty acid methyl ester) / UCOME(used cooking oil methyl ester) meeting the EN 14214:2012 technical standard

**Purchase Price:** means the amount – to be paid as counter value – determined on the basis of the Product quantity of the Order and the unit prices set forth in this Contract.

## 1. General commercial terms

### 1.1 Ordering Procedure

Customer shall place Orders with Supplier for the supply of Products in writing (via fax or mail) or via e-mail.

The Orders must stipulate the following main particulars:

- Product and quantity to be delivered,
- terms of delivery according to INCOTERMS 2010,
- delivery deadline,
- mode of transportation and packing,
- delivery address,
- Purchase Price,
- invoice,
- invoicing address,
- instructions in respect of the types and content of the documents to accompany the Product,
- SAP order number of the Customer.



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The Parties agree that the Orders shall be applied with due observation of the Contract and the contents of the Contract shall become a part of the Orders without any additional stipulations. Should the Customer and the Supplier wish to deviate from the provisions laid down in the Contract upon mutual agreement, such deviations shall be explicitly stipulated in the Orders.

Supplier is bound to deliver the Product to the Customer until the delivery deadline specified in the Order.

The Orders are to be confirmed by Supplier within maximum 3 working days of receipt thereof, indicating the identification number of the Order.

Both the Orders and their confirmations shall be regarded as valid and acceptable if received by e-mail or fax by the Parties.

Should the Supplier fail to confirm the Order or fail to propose a supply with deviating data (like delivery dates) within the time period specified above, the Parties regard the Order, with its content and the delivery time included in it, as confirmed.

The rules applicable for Orders sent via e-mail:

The Parties may also send the Orders and confirmations in e-mail messages. The Parties may only accept e-mail messages sent by eligible individuals. Representatives of the Parties eligible for sending and receiving e-mails are defined in the Deal sheet.

The Parties shall be responsible and liable for verifying whether the received messages comply with the above rules. The e-mail messages shall reach the Parties without an official company signature or identification substituting it. The Parties shall acknowledge this and, until proved otherwise, they shall consider them as messages originating from eligible persons, accepted in accordance with their contents.

The Parties shall unilaterally declare that, under the Contract, they shall consider their e-mail messages as if they were written documents in hard copies, signed with their official company signatures, or authorised signatory employees, thus until otherwise proved, they shall consider both the sender and the contents of such messages as authentic.

In terms of e-mail messages created in accordance with the rules set out under the Contract, the Parties may not claim, either in front of courts or other authorities, that they do not fulfil the requirements of written documents made on behalf of the company, unless false documents are used for fraudulent or other unlawful purposes, and it is proved.

If there is a dispute in respect of the identity of the sender or contents of the message, the sender shall prove that the message has not been sent by the individual indicated as its sender or it was not sent with the received contents.

The Parties declare that at the time of signature of the Contract they consider the e-mail communication system safe and appropriate, and shall also agree that if during operation they come across any information according to which the safety of the system is threatened by anything, they shall immediately notify the other party about this fact or condition. The Parties shall be liable for any damages arising from delay of such notification.

The EMCS (Excise Movement and Control System) system is to be applied for controlling the movement of excise goods under suspension of excise duties within the EU. The Buyer/Consignee shall supply Seller with all required data before starting the deliveries in the EMCS system in order to enable the Seller to fulfil the excise law requirements.

In accordance with EU Directive No. 2008/118/EC the products can be dispatched from Seller only if the consignee is presented as tax warehouse or registered consignee in the SEED system (System for Exchange of Excise Data System).

The Parties declare that, in respect of deliveries of excise products with tax suspension, they observe the regulations included by Directive No.2008/118/EK of the Council and of Decree 684/2009/EK of the Committee.

### 1.2 Delivery rules

The Product – unless otherwise agreed in writing – shall be delivered as specified in the Order, in accordance with INCOTERMS 2010.

The Customer shall acquire the ownership rights to the Product and the right of disposition over the Product as soon as the shipment reaches the delivery point according to the



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relevant INCOTERMS 2010.

Deliveries shall be effected in transportation facilities owned or leased by the Supplier except if agreed by the Parties otherwise.

All cost and risk arising in connection with the transportation of the Products from the place of dispatch to the place of destination/delivery address shall be borne by the Supplier.

The risk of deterioration in quality or loss of quantity will be transferred from the Supplier to the Customer upon receipt of the Product by the Customer from the Supplier or Supplier's forwarder on the place of destination.

Each shipment shall be accompanied by the following documents:

- Delivery note in which the following data shall be included:
  - Name and address of the Supplier,
  - Number of the Order,
  - Country of origin,
  - Full delivery address,
  - Gross and net weight of the shipment,
  - Identification number of the transport vehicle,
- Manufacturer's test certificate made out for each shipment,
- Sustainability certificate made out for each shipment.

Latest on the date of dispatch the Supplier shall notify the Customer's representative by e-mail or telefax on the

- identification numbers of transport vehicle,
- date of dispatch of the Product,
- expected date arrival of the Products to the delivery address,
- gross and net weight of the shipment.

### 1.3 Takeover procedure - Handling of quantity and quality claims

The Customer is obliged to control the quantity and quality of the Products upon arrival to ascertain whether they meet the contracted terms and specifications.

#### 1.3.1 Takeover by quantity

Takeover and accounting/invoicing shall be effected on the basis of the weight measured at the place of destination except for pipeline transport where the accounting/invoicing base is the quantity measured by Customer's flowmeter, indicated in the measuring protocol.

In case of quantity deficiency identified before unloading the following procedure shall be followed:

Should the safety seal of any of the transport vehicles be missing or damaged or any of the transport vehicles otherwise be damaged or the weighing at the place of destination reveals quantity shortage, the Customer shall, within one working day, notify the Supplier in writing thereof for further investigation. Should the difference between the loading weight and the weight measured by the Customer exceed 0.3% a further investigation shall be carried out with the involvement of an independent third party expert/inspector. Such independent third party expert/inspector's position shall be considered as decisive and shall be accepted by the Parties.

#### 1.3.2 Takeover by quality

Upon arrival at the place of destination the Customer shall check the Product delivered for quality and report any noticed defects duly detailed in writing. In case of pipeline transport the Quality Certificate is checked by Customer before the supply starts.

The Supplier shall declare in writing acceptance of the Customer's quality claims within 2 working days following receipt thereof. Method of any subsequent sampling and testing with the objective of investigating Customer's quality claims shall be agreed by the Parties.

Should the investigation of complaint not lead to the settlement thereof, the Parties shall involve an independent third party expert/laboratory in the investigation. Such independent third party expert's position shall be considered as decisive and shall be accepted by the Parties.

Costs arising on account of involvement of the independent third party expert shall be borne by the party whose claims are not justified. In case of Customer's justified quality claims Supplier shall remedy the defective performance within 15 working days.



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### 2. Invoicing and payment terms

#### 2.1 Unit price

##### 2.1.1 In case of Community parties:

The purchase price does not include VAT. According to the reverse charge mechanism MOL Plc. shall pay the tax on the basis of Article 138 of 2006/112 EC. Invoices issued by Supplier shall meet the requirements defined in Article 219a-240 of 2006/112/EC Directive.

Supplier declares that it does not have permanent establishment on the territory of Hungary according to the Council Implementing Regulation EU 282/2011.

If Supplier has a Hungarian tax number or is deemed to be located in Hungary, it is not concerned in the present transaction.

##### 2.1.2 In case of domestic parties:

The purchase price does not include VAT.

The amount of recharged VAT shall be indicated in HUF as well on the invoice by [MOL Group member] according to Section 80 and 172 of the Act CXXVII of 2007 on VAT.

##### 2.1.3 Common rules:

The agreed unit price calculation methodology and the currency of the settlement is included in the Deal sheet.

The Parties agree that in case of any change in the delivery deadline of a once confirmed Order by Supplier, resulting in shift of the delivery to another delivery month, due to any reason not attributable to Customer, the basis of the unit price calculation (i.e. value of the FORMULA) is determined according to the first confirmed delivery deadline, unless otherwise agreed in writing by the Parties.

#### 2.2 Invoicing

If all requirements and obligations stipulated in the Contract are fully met in compliance with the terms and conditions of the Contract, Supplier is entitled to issue and submit an invoice.

#### 2.3 Content requirements of the invoice

The original document acknowledging performance shall be attached to the invoice and furthermore the SAP MM order number shall be indicated on the submitted invoice. If the above mentioned requirement is not met MOL Plc. considers the invoice as formally defective and is entitled to return it without performance. If the invoice does not comply with the provisions of the contract or other provisions defined as precondition of payment are not fulfilled, MOL Plc. 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.

#### 2.4 Payment conditions

MOL Plc. shall settle the value of the invoice via bank transfer, if such invoice fully meets the effective legal requirements, as agreed in the Deal sheet.

Supplier shall send the invoice issued for MOL Plc. to the invoicing address (postal address) of MOL Plc.:

**MOL Magyarország Pénzügyi Szolgáltató Kft**  
**Szállítói Folyószámlák / Accounts Payable**  
**H-2443 Százhalombatta, P.O.B 31**

The invoice shall arrive to the invoicing address of MOL Plc. within 5 days from the issuance thereof. In case the invoice arrives after 5 days Supplier is not entitled to charge default interest for the period between the date of issuance and the date of receipt.

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

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



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### 2.5 Bank expenses

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

### 2.6 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%.

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 workday of the month when the defaulting Party falls in delay.

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.

### 2.7 Overdue liabilities

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

## 3. Legal

### 3.1 Termination for cause

MOL Plc. has the right to terminate the contract in writing even with immediate effect and without liability for indemnification, in the following cases:

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

The letter on termination shall be delivered in person, by a courier or by sending a letter with certificate of delivery to Supplier. In case of termination the contract for cause by MOL Plc., 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 termination the contract for cause MOL Plc. reserves the right to enforce its rights arising from breach of contract, including the right of being indemnified.



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If the Seller breaches any of its fundamental obligations outlined in the Deal sheet (included but not limited: undertaken quantity to sell, delivery date, guaranteed quality, etc.) MOL Plc. is entitled to claim all its damages (direct and indirect) arisen from its fundamental breach of contract.

### 3.2 Acceptance of Business Partner Code of Ethics

By signing the contract, the Supplier certifies that it has reached the Business Partner Code of Ethics of MOL Group on [www.mol.hu](http://www.mol.hu), 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 Supplier may not refer to the lack of knowledge of these requirements.

### 3.3 Amendment of contract

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

### 3.4 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.

### 3.5 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 the MOL Plc.

This provision shall not apply to the information to be disclosed by MOL Plc. to third parties providing finance-accounting, legal, HR, insurance, additional financial or debt collection services for MOL Plc. 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 Plc., 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:

- (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



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- (iii.) 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
- (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.

The termination of the present contract for whatever reason shall not affect the present confidentiality obligation, which shall expire **2 years** from the date of termination.

### 3.6 Notifications

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

#### 3.6.2 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 Plc. and Supplier are included in Deal sheet

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

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

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

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

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

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

### 3.7 Invalidity

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

### 3.8 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



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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.

### 3.9 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.

### 3.10 Trade restrictions Clause

Supplier and Customer warrant that the subject of the Contract ( under the present GT&C ) and the representatives involved in the Contract are not subject to any type of Trade restrictions (included but not limited punitive measures, sanctions under any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of the European Union, any EU member state, the United Nations or the United States of America applicable to the parties relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws) Both Parties in any event agree to hold the other Party harmless from any losses, costs, damages, fines and/or other penalties incurred as a result of the breach of this warranty. Neither party shall be obliged to perform any obligation otherwise 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 this would be in violation of Trade Restrictions.

## 4. Other

### 4.1 Reach Clause

1. Supplier warrants to fulfil all compulsory obligations as prescribed in Regulation 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 of 16 December 2008 on Classification, Labelling and Packaging of Substances and Mixtures (hereinafter: "**CLP Regulation**"), in line with the applicable deadlines set out in the REACH regulation and the CLP Regulation. Supplier shall supply product(s) to MOL Plc. 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 product(s), Parties shall enclose the declaration to the Contract as **Appendix 2** Supplier shall notify MOL Plc. on any changes in the data written in the declaration while the Contract is in effect.
2. Supplier shall enclose the Hungarian Safety Data Sheet to the Contract or to any confirmation of purchase Orders. 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. If the Contract is placed before the registration deadline as set forth in the REACH Regulation in respect of the products(s) supplied on the basis of the contract, Supplier warrants to send the registration number to MOL Plc. immediately after the registration is completed.
3. If, due to any reasons, obligations of 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 Plc. 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





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for all damages caused to the MOL Plc.. This includes also the reimbursement of damages caused by providing false information on the Safety Data Sheet.

4. In case MOL Plc. 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 Plc., which were previously delivered to MOL Plc. and which do not fulfil all requirements of REACH Regulation or CLP Regulation. Supplier shall also reimburse all costs incurred by MOL Plc. in relation with such products, including but not limited to delivery and storage costs.

### **4.2 Sustainability**

Supplier undertakes to supply the Product to Customer which is sustainable according to the relevant Hungarian law in force. Supplier shall supply the Product with sustainability certificate(s) in accordance with the ISCC\_EU system.

Supplier shall send the certificates together with the other accompanying documents of the shipments as well as in electronic format via e-mail.

In lack of sustainability certificates, Customer is entitled to refuse to takeover of the shipment until it is provided by the Supplier.