

## GENERAL TERMS & CONDITIONS

The Order Confirmation and the General Terms & Conditions (GCT&C) regulate the relationship of the Seller and the Buyer in the sale and purchase of the goods. Order and its confirmation is called Agreement.

### 1. Delivery Terms

Seller undertakes to sell and Buyer undertakes to purchase the goods specified in the Order Confirmation.

The Buyer shall acquire the ownership rights to the Product, as soon as the shipment reaches the delivery point according to the relevant INCOTERMS 2000 specified in the Order Confirmation.

The Buyer and the Seller agree that the transport of the goods will be carried out by themselves or will be done on their behalf.

Quantity is determined in the commercial invoice

Quality will be determined on the basis of the certificate of quality issued by the Seller's laboratory.

Buyer has the right to entrust an independent inspector with the control of the quantity and quality at the loading point.

### 2. Road delivery

The quantity of the goods shall be specified in the commercial invoice. The parties undertake to fill in and sign CMR upon the take-over of the goods.

Loading trucks:

- Trucks can be loaded from Monday to Friday between 6 a.m. and 14 p.m. in turn, upon arrival at the refinery.
- Drivers shall follow the relating instructions of the plant; otherwise the plant is entitled to refuse the loading of the trucks.

### 3. Order placing

In case of Order the following information required from the Buyer: product name with SAP code, packaging, quantity, destination of the product, terms of delivery according to INCOTERMS 2000, desired loading date.

Order must be sent to Seller in written form (via email or fax) not later than 10 working days before the required loading date.

Within 3 working days of the order Seller has to confirm the presence (necessary assortment) and delivery date of the products.

### 4. Suspension of delivery

#### In case of prepayment

In case the Buyer has an outstanding debt exceeding 5 days against the Seller arising out of any contract concluded with it, the Seller is entitled to suspend the delivery of the goods or the provision of services to the Buyer for credit, or to require the fulfilment of further conditions (provision of securities). In such a case Seller is entitled to deliver goods or provide services to the Buyer only if the Buyer pays a sum that equals to 120 % of the total counter value of the goods to be delivered or the services to be rendered but a maximum of the sum of the counter value of the goods to be delivered or the services to be rendered plus its outstanding debts before starting the deliveries of goods or rendering services, respectively. The Seller shall apply the sum paid by the Buyer to decrease the Buyer's earliest debts. The amount in excess of the previous debts is to be treated as an advance payment with respect to the goods or services ordered and Seller shall issue an invoice on it.

In case the Buyer has an outstanding debt exceeding 15 days arising out of any contract concluded or to be concluded with any Member of the MOL Group in which MOL Plc. (seat: H-1117 Budapest, Október huszonharmadika u. 18., registration number: 01-10-041683) owns majority influence in accordance with the provisions of paragraph 685/B Act IV. of 1959 on the Hungarian Civil Code— referred to below as to "Member of the MOL Group" – the Seller is entitled to suspend the service of the Buyer for credit or to require the fulfilment of further conditions (provision of securities). The Seller is entitled to deliver goods or provide services to the Buyer pays in advance by Seller's advance payment demand letter the total counter value of the goods to be delivered or the services to be rendered. Upon delivering the goods or providing the services the Seller shall send to the Buyer the invoice on the advance payment together with the final invoice.

Buyer acknowledges that Seller is entitled to modify the Members of the MOL Group during the effect of the Agreement by its unilateral decision and by sending a written information thereon to the Buyer.

In case the Buyer has fallen in delay at first time in the relevant calendar year against any Member of the MOL Group, and if the Buyer has settled all its due debts, then the Seller delivers goods and/or renders services to the Buyer up to the cover of the Credit Facility, again. Seller is entitled to modify the amount of the Credit Limit without Buyer's consent in

case the Buyer has fallen in above stipulated delay against any Member of the MOL Group a second time in the relevant calendar year.

The Seller is entitled to terminate the Agreement in writing with a 15 days notice in case the 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 each 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.

For the purpose of this Clause Parties agree that 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).

#### **In case of deferred payment**

In case the Buyer has an outstanding debt exceeding 5 days against the Seller arising out of any contract concluded with it, the Seller is entitled to suspend the delivery of the goods or the provision of services to the Buyer, or to require the fulfilment of further conditions (provision of securities). In such a case the Seller is entitled to deliver goods or provide services to the Buyer only if the Buyer pays a sum that equals to 120 % of the total counter value of the goods to be delivered or the services to be rendered, but a maximum of the sum of the counter value of the goods to be delivered or the services to be rendered plus its outstanding debts before starting the deliveries of goods or rendering services, respectively. The Seller shall apply the sum paid by the Buyer in excess of the total counter value of the goods to be delivered or the services to be rendered to decrease the Buyer's earliest debts arising out of other contracts concluded between the Buyer and the Seller.

The Seller is entitled to terminate the Agreement in writing with a 15 days notice in case the Buyer has a debt outstanding for more than 30 days against any Member of the MOL Group in which MOL Plc. (seat:H-1117 Budapest, Október huszonharmadika u. 18., registration number: 01-10-041683) owns majority influence in accordance with the provisions of paragraph 685/B Act IV. of 1959 on the Hungarian Civil Code

– referred to below as to “Member of the MOL Group” – the sum of which is at least EUR 1000 per each 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. For the purpose of this Clause Parties agree that 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).

Buyer acknowledges that Seller is entitled to vary the Members of the MOL Group during the effect of the Agreement by its unilateral decision and by sending a written information thereon to the Buyer.

#### **Credit limit**

Seller provides Credit Limit for Buyer concerning delivering goods and rendering services upon the Agreement.

In case the sum of Buyer's total debts and confirmed orders upon the Agreement exceed the Credit Limit , the Seller is entitled to serve the Buyer only on condition that the Buyer reimburses its debt so that the amount available from the Credit Limit should cover the ordered goods and/or the services.

Seller is entitled to modify – by sending a written notice to the Buyer simultaneously – the amount of the Credit Limit without Buyer's consent in case it has established negative information on Buyer's financial condition or solvency. The followings are considered especially as negative information:

if the Buyer, or its connected Company as stipulated in the Act C of 2000 On Accounting, or if any further company of the Buyer's founder/owner, or if any company of the close relative – under the terms of the Civil Code – of the Buyer's founder/owner has an outstanding debt against the Seller or any Member of the MOL Group,

if the credit insurer reduces or deletes the limit applied to the Buyer,

if the soundness of the Buyer has worsen according to any credit agency or the internal assessment model of the Seller,

if a legal process (e.g. litigation, bankruptcy, liquidation, execution, etc.) was initiated against the Buyer, or its connected company as stipulated in the Act C of 2000 On Accounting, or any further company of the Buyer's founder/owner, or any company of the close relatives – under the terms of the Civil Code – of the Buyer's founder/owner, and it comes to the Seller's knowledge,

if out of court collection was initiated against the Buyer, or its connected company as stipulated in the Act C of 2000 On Accounting, or any further company of the Buyer's founder/owner, or any company of the close relatives – under the terms of the Civil Code – of the 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 Seller is obliged to note Buyer simultaneously in writing. The fact that the Buyer does not accept the modification of Credit Limit does not constitute automatically the termination of the Agreement, in such case the Parties shall conduct negotiations, result of which shall be recorded in a minutes. If the negotiations are not successful within 30 days, the Agreement terminates, and the Parties shall completely settle with one another.

## 6. Payment terms

### Invoicing

#### Prepayment

Seller issues pro forma invoice ( advance payment demand letter) which will be forwarded to the Buyer.

Intra-Community supply that is exempted from VAT according to Art 138 (1) of Council Directive 2006/112 EC of 28 November 2006. VAT is to be declared by Buyer according to the reverse charge mechanism according Council Directive 2006/112/EC.

Buyer's payment obligation is deemed fulfilled, when the total amount of the purchase value, indicated in the pro forma invoice ( advance payment demand letter) , is credited at the bank account of Seller.

If the due date is a day of weekend or a non-banking day in the country of the Seller, the last working day before it will be considered as the due date.

The Buyer shall assume to indicate the pro forma invoice number(s) on the bank transfer sheet. In case the Buyer fails to indicate the invoice number(s), Seller is entitled to apply the payment against any default interest and the rest against Buyer's earliest due liabilities. Seller will inform Buyer in writing against which liabilities of Buyer the payment was applied.

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

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

All costs connected with effecting payments shall be born by the Buyer. No deduction from the amount of the submitted invoice - for whatever reason - will be admitted, unless otherwise agreed by the Parties in writing.

After fulfillment of the obligations Seller issues final commercial invoice in which the advance payment shall be credited.

#### Deferred payment

Seller issues commercial invoice which will be forwarded to the Buyer.

Intra-Community supply that is exempted from VAT according to Art 138 (1) of Council Directive 2006/112 EC of 28 November 2006. VAT is to be declared by Buyer according to the reverse charge mechanism according Council Directive 2006/112/EC.

Buyer's payment obligation is deemed fulfilled, when the total amount of the purchase value, indicated in the commercial invoice, is credited at the bank account of Seller.

If the due date is a day of weekend or a non-banking day in the country of the Seller, the last working day before it will be considered as the due date.

The Buyer shall assume to indicate commercial invoice number(s) on the bank transfer sheet. In case the Buyer fails to indicate the invoice number(s), Seller is entitled to apply the payment against any default interest and the rest against Buyer's earliest due liabilities. Seller will inform Buyer in writing against which liabilities of Buyer the payment was applied.

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

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

All costs connected with effecting payments shall be born by the Buyer. No deduction from the amount of the submitted invoice - for whatever reason - will be admitted, unless otherwise agreed by the Parties in writing.

## 7. Delay in payment

If the Buyer fails to pay the amount of the commercial invoice on its due date, it shall be in default. The Buyer shall pay a default interest within 8 days from the receipt of debit note issued by the Seller on the overdue amount for the period of the delay i.e. from the due date up to the date of actual payment the rate of which is:

1 month USD LIBOR + 8% (if the payment and invoicing is in USD)

1 month EURIBOR + 8% (if the payment and invoicing is in EUR)

quoted on the first workday of the month when the Buyer falls in delay and displayed on Reuters Monitor Money Rate Service on the page "LIBOR/EURIBOR".

The default interest shall be calculated on the basis of the number of days actually elapsed and a year of 360 days. The default interest shall be paid in the same currency as the currency of the commercial invoice.

The party in delay shall pay the accrued default interest to the other party within 8 days of the receipt of the demand letter.

### **8. Complaints**

Complaints must be reported in writing with appropriate reasons, attaching all documents supporting such complaint. Quantity complaint shall not be accepted after the Product has been taken over by the Buyer/first carrier and the CMR has been signed by the forwarder.

Complaints of the incomplete delivery or mistakes in the fulfilled dispatches shall be given to Seller within 5 working days from the arrival date of Product to the point of destination and inspection of Product by Buyer.

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

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 authorised 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.

If Seller rejects the complaint, Parties can refer the quality dispute to a mutually accepted independent quality investigation institute. Costs of procedure of this institute shall be borne by the unsuccessful Party.

In the event of accepted complaint, if the objected product is still suitable for use, the Buyer may complaint 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 complaint for its replacement without any additional costs.

No quality complaint will entitle the Buyer to refuse the payment of the purchase price of the non-complained products. The upper limit of a complaint raised in connection with the quality of the goods shall be the value of the contested goods. The Seller assumes no responsibility for the transport vehicle of the Buyer or the carrier delegated by him or for the damages due to the delivery order originating from the loading of the product transported prior to the loading of the ordered product and that of the ordered product. Seller assumes liability for the quality of the identifiable goods stored separately during the proceedings of the complaint, 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 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).

### **9. Force Majeure**

Circumstances to be considered as force majeure shall mean unforeseen events that cannot be prevented by human efforts (e.g. war, nation-wide strike, earthquake, flood, fires, terrorist attack, etc.), do not depend on the intention of the Parties and directly hamper the given party's ability to perform its obligations. Upon request of the other party, the affected party shall present a certificate on the occurrence of force majeure issued by authorities or by the interest representation organisation of the originating country.

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

The Parties shall, without any delay, notify one another of the threat or the occurrence of any Force Major 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.

### **10. Confidentiality clause**

The Parties agree that all data, facts – associated with the other party and its activities received or obtained at any time, in any manner by one party in connection with their business relation 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 this business.

This provision shall not apply to the disclosure of information by MOL-LUB Ltd. to third party providing finance-accounting, insurance and other financial complete services (including debt collection) to MOL-LUB Ltd. upon contract, and in case of assignment of debt arising out of Order and its Confirmation by MOL-LUB Ltd. , to the disclosure of those information by MOL-LUB Ltd. to the assignee that are necessary for the conclusion and performance of the assignment agreement. In addition, if any financial security is required, the obligation of non-disclosure shall not apply to the disclosure of those information by MOL-LUB Ltd. to third party that are necessary for the conclusion and performance of the contracts that are connected with the providing of 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 probably in the possession of the receiving party prior to the effective date of the Order Confirmation, 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.

### 11. REACH Regulation

#### FOR SUBSTANCE, INTERMEDIATE AND COMBINED DOSSIERS:

1. The Parties ascertain that the Product (substance, article, preparation) subject to the Order confirmation is in scope of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter: REACH Regulation). Buyer declares that it is aware of the provisions of the REACH Regulation and undertakes to fully comply with the provisions concerning him. Parties agree to cooperate in every respect to fulfil the requirements included in REACH Regulation.
2. Buyer acknowledges that Seller has submitted a registration for the Product subject to Order confirmation in line with the REACH Regulation. The registration dossier contains the identified uses specified in the List of Identified Uses, accordingly the Product has been registered for these uses. The List of Identified Uses is available at the Seller's REACH Organization. Seller sells the Product for the uses mentioned above and Buyer takes over the Product for a use covered by these uses.
3. Buyer confirms that he has received the Safety Data Sheet (SDS) of the Product in printed or electronic form, he has studied and understood the information included therein and will proceed in compliance with that and the provisions of REACH Regulation during the use or possible resell of the Product.  
Parties agree that if the SDS will be updated, Seller will send the new, dated version of the SDS to the Buyer in electronic form (via e-mail or on a data medium).

#### ONLY FOR SUBSTANCE DOSSIERS:

4. Buyer acknowledges that it is liable for the compensation of all damages occurred in connection with the breach of its obligations derived from the REACH Regulation or from the Order Confirmation.

#### ONLY FOR INTERMEDIATE AND COMBINED DOSSIERS:

4. If the Buyer has confirmed that it uses the Product subject to the Order Confirmation as an isolated transported intermediate under Strictly Controlled Conditions as defined in REACH Regulation, the concerning written declaration (hereinafter: SCC Confirmation) is being attached to the Order Confirmation. In case of any change in the conditions included in the SCC Confirmation, Buyer shall inform the Seller immediately.
5. In case the Seller registered the Product subject to Order confirmation exclusively as an intermediate used under Strictly Controlled Conditions, in the absence of the required SCC Confirmation, Seller is entitled to refuse delivering the Product until the required and valid SCC Confirmation is received.
6. In case the Seller registered the Product subject to the Order Confirmation not exclusively as an intermediate used under Strictly Controlled Conditions, - to fully comply with the requirements of REACH Regulation - the Buyer shall confirm at the time of the Order Confirmation that its uses are covered by the registered uses in the following form:
  - a. in case of intermediate use under Strictly Controlled Conditions, Buyer's Use Declaration and SCC Confirmation is signed by the Buyer, or
  - b. in case of use as an intermediate when not applying Strictly Controlled Conditions, Buyer's Use Declaration is signed by the Buyer, or
  - c. in case of other (non-intermediate) uses, Buyer's Use Declaration is signed by the Buyer.

In case of any change in the conditions included in the confirmations or declarations mentioned above, Buyer shall inform the Seller immediately.

In the case described in this paragraph 6, if due to the change of the use or due to any other reasons the Buyer has failed to provide the applicable valid SCC Confirmation or Buyer's Use Declaration, the Seller is entitled to refuse delivering the Product until the required and valid SCC Confirmation or Buyer's Use Declaration is received.

7. Buyer acknowledges that it is liable for the compensation of all damages occurred in connection with the breach of its obligations derived from the REACH Regulation . Compensation must be paid by Buyer within 15 days from the receipt of debit note issued by Seller.

## 12. VAT related conditions

The goods, which are subject to this contract, have to be delivered from the territory of Hungary to another EU-member state but still to the territory of the European Union as defined in the Act on VAT of Hungary and the present goods have to arrive at destination.

Buyer is obliged to make a copy of the CMR/CIM/BL that certifies the arrival of the goods and send it back to the Supplier without any delay, but not later than 15 days from the arrival of the goods and it is obliged to issue a declaration (according to Annex 3) confirming that the goods have been transported from the point of dispatch to the place of destination determined in the relevant boxes of the waybill to EU country.

Should the Supplier pay VAT and any related form of penalty with regard to sales under this contract (whether as a result of a resolution of the tax authority or Supplier's decision to rectify its invoice, this latter not to happen earlier than 45 days following dispatch of the goods), it has the right to forward it to the Buyer if VAT and penalty was raised due to the Buyer's failure to send the copy of the CMR/CIM/BL.

This Declaration is valid throughout the execution of the contract itself and the normal/usual time required for presentation of documents for such purpose.

In case of FCA delivery term: Buyer declares that it is not domiciled in Hungary and it has no HU VAT identification number. Furthermore, Buyer declares and guarantees that the destination of the product indicated in the Order Confirmation is a place outside the territory of Hungarian Republic and the product delivered under the Order Confirmation is not subject to further sale-purchase agreements in the territory of the Hungarian Republic.

If due to the failure of the Buyer, the product delivered under the Order Confirmation is subject to further sale-purchase agreements in the territory of the Hungarian Republic, Seller has the right to forward the arisen financial responsibility (VAT and any forms of penalty) to Buyer issuing a rectifying invoice and a debit note. Buyer shall settle the amount of rectifying invoice and debit note in 15 days following their receipt.

In case of CPT/DDU delivery term: Buyer declares that it is not domiciled in Hungary and it has no HU VAT identification number.

## 13. Other Conditions

Change of company registration data, in particular, official residence, representative, bank account number shall be communicated by the affected party to the other party in writing 10 days in advance or 10 days following the occurrence (registration) of change.

The parties are obliged to inform each other of all important circumstances which may affect the realization of the business and to give an explanation upon the request of the partner.

Valid from 1<sup>st</sup> August 2012

.....  
Buyer's signature  
Company stamp