



MOL-LUB General Purchase Conditions (in effect since 2020.08.13..)

Provisions of the present General Purchase Conditions (GPC) shall be applied in all supply (sale and purchase) contracts, frame contracts ("Contract" or "Contracts"), where MOL-LUB Kft. participates as the Customer ("Customer").

Regarding its content the GPC will always form part of a Contract, as its annex...Orders and confirmations are qualified as contracts.

In case of any discrepancy between the GPC and the Contract the Contract shall prevail.

The Customer is entitled to unilaterally amend the GPC at any time provided by sending a written notice to Supplier. If Supplier does not object to the amendments in writing within 15 days, it shall be considered as accepted by Supplier and it shall form a part of the contract.

The term "contract" described in the GPC shall also include the frame contract and the confirmed order as well.

1. Parties of the contract:

1.1. All relevant data of the parties shall be defined in the Contract.

1.2. Contact persons contribute to the preparation, conclusion and performance of the contract as the Contract itself, relevant legal rules and interests of the parties require.

1.3. The contact persons will not be authorised to make any statement related to the conclusion of the Contract, its content, amendment and termination. Such legal statement can be made only by the contracting party's representative(s) recorded in the trade registry, the natural person as the contracting party, and their duly authorised representatives.

1.4. Notifications

Notification in the form of a letter with certificate of receipt

If the Contract prescribes the delivery of a letter with certificate of receipt for any legal statement and the addressee Party fails to accept the letter with certificate of receipt sent to the address of notification specified in the present contract, or - if there is no such address - to its seat due to any reason, the delivery of the letter shall be attempted again. If such repeated delivery is unsuccessful the letter will be regarded as delivered within 5 (five) days following the repeated posting.

1.5. Notification in the form of electronic mail (e-mail)

The parties agree that unless otherwise specified in the Contract they will inform each other on information related to the performance of the Contract (including also call-off under the Contracts, issuance and acceptance of orders) through the electronic mailing system.

Notifications sent by the contact persons in electronic form, as e-mail will, in the absence of confirmation, be regarded as delivered after one working day following the sending day.

The parties acknowledge and accept that until proof of its opposite, the notifications, confirmations defined in the Contract are sent electronically, by email to Customer and Supplier without authorized signature or other authorization replacing it. Supplier/Customer Regarding e-mails prepared in compliance with the provisions specified in the Contract the Parties will not be entitled to refer before any court or other authority that these mails fail to comply with the requirements set out for written documents prepared in the company's name except if it is provably used with fraudulent or other unlawful intention.

If any dispute may emerge related to the sending party's e-mail regarding the sender's identity or the

content of the e-mail, the sending party shall prove that the e-mail was not sent by the person shown as the sender or it was sent not with the content as received.

Parties state that they regard the applicable e-mail system as safe and reliable as of the date of effect of the Contract, and also agree that if there is any danger to the safety of the system and they become aware thereof during the operation, they will immediately inform on such fact or information the other party. Parties will be liable for damages arising from delaying such information.

Parties agree that letter sent through electronic channels (e-mail) will be regarded as official contact only, where and to the extent explicitly permitted by the present contract. Parties explicitly agree that the Contract cannot be amended and terminated by letters sent through electronic channel.

2. Scope of the Contract and ordering procedure

The scope of the Contract shall be determined using quantity, quality and other parameters ensuring that the contracting parties will be always fully aware what products and services are covered by the Contract.

3. Ordering Procedure

3.1. Customer is entitled to order the Product from Supplier electronically (email). The Order shall be confirmed in writing by Supplier within maximum 5 (two) working days of receipt thereof or within the deadline indicated in the relevant order with an electronically sent confirmation.

3.2. Parties consider the Order and the General Purchase Conditions accepted, if the Supplier does not confirm the order in time but supplies the products defined by the Order.

3.3. The Order shall include the following data as a minimum:

- PO number and date
- Contract number and date
- Main data of the Parties (Supplier's name, contact details; Purchaser's name, contact details, Order managing officer's name and contact details)
- Name, identity and quantity of the delivered Product,
- terms of delivery in accordance with parity as it set forth in INCOTERMS 2010,
- deadline of performance,
- address of performance,
- Purchase Price,
- invoicing company name and address,
- billing address if it differs from the invoicing address,

3.4. Both the Order and its confirmation shall be regarded as valid and accepted by Parties if it received by e-mail or fax. The rules applicable for confirmations sent via e-mail are specified under clause 1.5.

3.5. Upon accepting the Purchase Order, Supplier acknowledges and declares that:

- the Goods were released for free circulation in the European Union and
- the sales of the Goods is a two-party transaction, whereby the Goods will be supplied directly from Supplier to Customer, and no third party will be involved in the sales transaction except for the carrier. If the supply of Goods does not correspond with the above conditions Supplier shall be liable for all damages incurred by Customer in this respect, which includes also the reimbursement of fines imposed by the tax authority.

4. Purchase price and payment

Currency of invoicing and payment shall be EUR or USD.

4.1. The purchase price consists of its amount and currency with reference to value added tax. The Supplier shall have no right, other than in the event of a breach of Contract by the Customer, to claim compensation for its costs incurred in performance of the agreement.

4.2. The Supplier is entitled to issue its invoice if the Supplier fulfills its contractual obligations in accordance with the provisions of the agreement within 15 days after performance. The purchase price does not include VAT. In case of procurement of goods and services within the territory of the Community (from taxpayer with valid EU VAT number) according to the the reverse charge mechanism Customer shall pay the tax on the basis of Article 138, 194 and 196 of 2006/112 EC. Invoices issued by supplier shall meet the requirements defined in Article 219a-240 of 2006/112/EC Directive.

4.3. The Supplier shall issue a formally, substantively and numerically correct invoice in accordance with applicable laws and the provisions of the agreement.

If the invoice fails to meet the requirements laid down in the GPC or any other provisions set as condition precedents for payment in the GPC the Customer shall call upon the Supplier in writing to meet the missing conditions and the invoice is returned to the Supplier without payment. In such cases the due payment date specified in the Contract shall commence on the date when all missing conditions are fully met.

4.4. The representative of the Customer certifies due performance by signing the certificate of performance.

4.5. A copy of the order sheet (with order number) or that the agreement and a copy of freight document, as well as the signed certificate of performance (or proof of delivery or handover protocol signed by the Customer) shall be attached to the invoice.

4.6. The Customer is entitled to return incorrect invoices without payment. The deadline for payment shall restart upon receipt of the correct invoice.

4.7. Unless the Contract provides otherwise, the Customer shall transfer the amount indicated on the correct invoice to the bank account indicated on the Supplier's invoice within 60 days from the receipt of the invoice. If the last day provided for performance is a holiday or a bank holiday the customer is entitled to perform on the next working day.

4.8. The invoice by the Customer shall not be construed as a waiver of any of its contractual rights or at law.

4.9. The Customer is entitled to set off any penalties due to the Customer from the Supplier against the purchase and indicate such set-off to the Supplier simultaneously with payment.

4.10. The Supplier is not entitled to any kind of advance payment.

4.11. The Customer's payment obligation shall be considered performed upon debiting its bank account by the corresponding amount.

4.12. Any party failing to perform its payment obligation on or before its due date shall be in default. The party in default shall pay a default interest identical to the reference interest rate + 5% p.a on any amount overdue for the period of the default, that is from the first day in default until the date of the payment. (1 month EURIBOR for EUR and 1 month LIBOR for USD)

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



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

The default interest shall be paid in the currency of the principal amount specified in the agreement.

In case of any overdue payment obligation by the Supplier towards Customer the Customer is entitled to set off the amount of overdue payment obligation to any of its payment obligations towards Supplier originating from the agreement or other legal relationship and to inform the Supplier on this act at the same time.

5. Performance of the Contract:

5.1. The performance shall be in full conformity with the content of the Contract and in compliance with the place and date of performance, the agreed quantity, quality and other parameters ensuring that the services and products are applicable for the intended and fair use.

5.2. The Supplier shall simultaneously with the acceptance of goods deliver the documents, protocols, the manufacturer's production document verifying the quality of goods, and the information required for the intended use, maintenance and repair of the goods.

The Supplier shall present the mass and volume data per one unit, the customs tariff number and EAN code of the delivered goods on the escorting document.

5.3. The goods shall be prepared for transportation in a suitable packaging to ensure that they are not damaged during the full process of loading and transportation.

5.4. The place of performance will be the site specified in the Contract or any other place where the goods forming the subject of the Contract is handed-over and taken-over. The risk related to the goods will be transferred onto the Customer at the place of performance by virtue of the hand-over/take-over of goods.

5.5. The date of performance can be a date or a deadline. If the Contract specifies a date, then the Supplier will be allowed to perform only on such date. Deviation from such date will need a Contract amendment. If the Contract specified a deadline, then the Supplier may perform on the last day of such deadline or on any preceding day, but it shall inform thereon the Customer's representative, and hold consultations with him.

5.6. During the take-over process the Customer's representative will inspect the delivered quantity and as far as possible the quality item by item or at random and every associated document. In case the performance is not in conformity with the requirements of the Contract Customer is entitled to the reject the acceptance or ask for appropriate measures for the proper performance of the contract. Should Supplier fails to fulfill Customer's requests, Customer is entitled to deny the acceptance and return the goods on the Supplier's expense.

5.7. Once the Customer accepts the performance and takes over the goods, the title will be transferred onto the Customer.

6. Breach of Contract and its sanctions:

6.1. Penalty for late performance

If, due to any reason attributable to Supplier, obligations deriving from the individual order are not fulfilled within the time period set out in the Contract and Supplier fails to notify Customer on late performance 48 hours prior to the due date, Supplier shall pay late performance penalty to Customer, as follows:

The compensation for each day of delay commenced equals to 1 % (one)% of the gross value of the affected deliverable of the Contract as the basis of penalty, but not more than 20 (twenty)% of the gross total value of the affected individual order.

Customer is entitled – but not obliged - to extend the deadline of performance.

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

The late performance penalty becomes due at the time of the occurrence of the delay.

6.3. Non-performance penalty

If, due to any reasons attributable to Supplier, Customer terminates or rescinds the Contract, Supplier is obliged to pay a penalty on non-performance that equals to 20% of the gross contractual value as the basis of penalty

6.4. Defective performance penalty

If, due to any reason attributable to Supplier, performance of Supplier is not in conformity with the Contract or legal requirements, Supplier shall pay penalty that equals to 20 (twenty) % of the gross Contract value.

6.5 Should the Supplier be reasonably able to foresee that its performance will not be in conformity with the contractual terms (late or defective delivery or non-delivery), but fails to communicate it to the Customer, Supplier shall pay penalty for this failure that equals to 15 (fifteen) % of the gross contractual value as base of penalty.

6.7. General rules of penalty

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

In line with the rules of indemnification, Customer is entitled to claim compensation for damages exceeding the amount of the penalty but only up to the value of the project.

Customer may enforce the amount of the penalty in a separate demand letter that shall be paid by Supplier via bank transfer within 8 days of the receipt thereof.

6.8. Reservation of Rights

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

7 Guarantee and warranty:

7.1. Unless the Contract specifies a longer period, the Supplier shall provide the Customer with minimum the same guarantee and warranty for the goods as the manufacturer and its period cannot be shorter than the statutory period prescribed by laws.

7.2. The Supplier will assume a guarantee and warranty – as described above – for its contractual performance, namely that at the performance and during the guarantee and warranty period the goods will:

- comply with the conditions specified in the Contract, and the requirements defined by laws and authorities,

- be suitable for the intended ordinary use and serve the intended purposes of the Customer,

- be free of any and all faults and defects (including also the manifest and latent faults).

7.3. The Supplier will further guarantee that no third party has any right on the goods that may make impossible for the Customer to acquire the ownership or that may restrict or prevent its possession or use of the goods even at any degree or level (legal guarantee).

7.4. In case of a defect covered by guarantee the Customer may exercise its guarantee rights as specified by laws and may claim compensation if it suffers any damage due to such defect.

8. The Supplier's reporting obligation:

8.1 The Supplier shall immediately report to the Customer in writing if any bankruptcy, liquidation or winding-up process has been launched against it, or its solvency has been destroyed due to any other reason to the extent that it can jeopardise the performance of the Contract.

8.2. The Supplier shall immediately report to the Customer in writing on any condition that can jeopardise the performance of the obligations assumed in the Order by the relevant deadline or may lead to unjustified extra cost.

9. 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 Customer.

This provision shall not apply to the information to be disclosed by Customers to third parties providing finance-accounting, legal, HR, insurance, additional financial or debt collection services for Customer 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 Customer, 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
- (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 3 years from the date of termination.

11. Termination of the Contract

If it is possible to restore the conditions entirely as existed before concluding the contract, Customer 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,



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Customer shall be entitled 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 Customer, or
- c) if Supplier violates its non-disclosure obligations undertaken in the contract, or
- d) if statement or behaviour/action of Supplier damages Customer's reputation, business trustworthiness, or
- e) if Supplier fails to deliver in due time set out in the contract, 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 rescission or termination shall be delivered in person, by a courier or by sending a letter with certificate of delivery to Supplier. In case of rescission by Customer, Parties shall settle with one another all Services performed and the contractual countervalue paid until the day when the rescission becomes effective and shall restore the conditions as existed before concluding the contract.

In case of termination the contract for cause by Customer, Parties shall settle with one another all Services performed and the contractual countervalue 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 Customer reserves the right to enforce its rights arising from breach of contract, including the right of being indemnified.

12. Force majeure

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

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.

13. Other conditions

13.1. 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. Provisions prescribed by law shall be applied instead of the invalid provisions.

13.2 Applicable law and court clause

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

Parties shall endeavour to settle amicably all disputes associated with the contract.

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

13.3 Reference

The Customer is entitled to refer to the contract or its cooperation with Supplier if a third party explicitly requests this during a call for tender, public procurement process or contract negotiations. Without having an explicit written consent from Supplier Customer is only entitled to disclose the existence and the subject of the contract (with disclosing the volume of goods or Services pertaining to the subject matter of the contract) to the third party. The Supplier may only be entitled to refer to the contract or its cooperation with Customer upon Customer's prior and express consent in writing. Customer is entitled to revoke its consent provided at any time in writing without giving any reason.

13.4 Acceptance of HSE regulations

The Supplier undertakes to fully comply with the up-to-date version of the internal HSE Regulations (working-, fire-, environment protection, traffic etc. rules) effective within the territory of the Customer.

Customer keeps HSE regulations updated and accessible under the web site: <https://mol.hu/en/about-mol/supplier-center/>

By signing the present contract the Supplier accepts that Customer informs the Supplier about the changes regarding the HSE regulations via the e-mail address indicated in the present contract in due time and before the changes enter into force.

By signing the present contract Supplier certifies that it acknowledged the HSE regulations applicable on the date the contract was signed and expressed its consent to be bound by them. Expressed by its signature the Supplier undertakes to acknowledge the changes of the HSE regulations updated via e-mail and also expresses its consent to be bound by them and obey them from their date of effect.

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

13.5 Acceptance of Business Partner Code of Ethics

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

13.6 Transfereability/Assignment

Supplier can transfer the contract, specific parts of the contract, or rights described in the contract to third parties but only with the Customer's prior written consent.

The Purchaser's above-mentioned prior written consent gives legal ground to waive the non-disclosure clause for the Supplier on a time to time basis, but only in the mentioned cases in the clause.

Customer 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 Supplier. By signing the contract, the Supplier irrevocably consents to any such transfer/assignment

14. REACH clause

14.1. The Supplier agree to fully comply with the obligations prescribed in Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (hereinafter as: „REACH Regulation”), and 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 as: „CLP Regulation”) in conformity with the deadlines specified in the REACH Regulation and CLP Regulation. The Supplier will sell the product to the Customer in compliance with the requirements specified in the REACH Regulation and CLP Regulation. The Supplier has issued a statement on information in connection with the REACH Regulation and CLP Regulation related to the product, and the parties attach this statement as an annex of this contract. During the term of the Contract the Supplier shall inform the Customer in writing on any change in the data in the statement.

14.2 The Supplier shall attach to the Contract or to the conformation of the order a safety data sheet in Hungarian language that can fully comply with all requirements of REACH Regulation. The safety data sheet will form in inseparable part of the Contract. If the parties concluded the Contract for the product to be supplied under the present contract prior to the registration deadline specified in the REACH Regulation, then the Supplier will assume to immediately send the registration number to the Customer following the registration.

14.3 If the Supplier fails to fully perform any of its obligations arising from the REACH Regulation or the CLP Regulation due to whatever reason in a manner specified in the REACH Regulation or the CLP Regulation, the performance cannot be regarded as a contractual performance, and the Customer will be entitled – in addition to his other rights under the Contract or laws – to reject the acceptance of the product and/or to terminate the Contract with immediate effect or rescind the Contract and the Supplier will be liable for all damages caused to the



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Customer. The Supplier's obligation for compensation will include also the compensation for damages arising from the default or incompleteness of information presented on the safety data sheet.

14.4. If the Customer terminated the Contract with immediate effect due to breach of above obligations arising from the REACH Regulation or the CLP Regulation, or the Customer rescinds the Contract for the same reason, the Supplier shall transform from the Customer all products that were formerly supplied to the Customer and fail to meet the requirements of the REACH Regulation or the CLP Regulation, and shall reimburse all cost occurring in connection with these products at the Customer, including inter alia also but not limited to the cost of transportation and storage.

15. EKAER

If the goods are transported by road Supplier notes that transport can only be started in possession of an EKAER number in accordance with Act CL of 2017 on the Rules of Taxation. Supplier is obliged to provide Customer 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 Supplier, the Supplier shall immediately provide the Customer with the changes.

If Supplier fails to provide the data necessary for the EKAER notification requested by Customer before beginning the execution of the transport, Customer shall not be liable for the delay resulting from this omission of the Supplier unless the delay is due to gross negligence or intentional behaviour of the Customer

16. Data Protection

Parties hereby declare that email address and telephone number made available by the Customer is for the method of official communication.

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.

Parties declare having the legal basis for the data transfer and the transfer must be based on prior information available to the data subject.

17. Definitions

MOL Group will mean MOL Plc. and all companies where MOL Plc. hold – directly or indirectly - in the supreme decision-making body more than 50% of the votes, or can exercise the rights of the majority owner or other control specified in the contract.

Ptk. will mean the Civil Code.