

GENERAL CONTRACTUAL TERMS AND CONDITIONS FOR SUPPLY

For the sale of special fuels, onsite refuelling services, packaged chemical products, paraffin and bitumen products

MOL Racing

Effective from: 01 December 2021

This document sets out the general terms and conditions of MOL Racing Kft (hereinafter referred to as MOL Racing or Supplier) for the domestic sale of special fuels, onsite refuelling services, packaged chemical products, paraffin and bitumen products and other sales-related services. Unless a signed individual contract for the sale of special fuels, onsite refuelling services, packaged chemical products, paraffin and bitumen products contains a provision that deviates from these General Contractual Terms and Conditions for Supply (hereinafter referred to as "GTC"), the provisions of this GTC shall apply to the legal relationship between the parties.

Introduction

This GTC is effective from 01 December 2021.

This GTC forms an integral and inseparable part of the sales contracts for special fuels, onsite refuelling services, packaged chemical products, paraffin and bitumen products that MOL Racing, as the Supplier, concludes with its Customers. This GTC shall apply even in the absence of a written or signed contract if the Parties have otherwise agreed on deliveries or if MOL Racing has commenced deliveries or an individual purchase order (IPO) has been issued and confirmed. This GTC may be amended unilaterally by MOL Racing, with prior written notice to the Customers before the proposed amendment comes into effect. If the Customer does not notify MOL Racing of any objection to the amendment in writing within 15 days, the amendment shall be deemed to have been accepted by the Customer and shall become part of the contract.

Any general terms and conditions of the Customer shall not apply.

The specific delivery obligation of the Supplier arises from the confirmation of individual purchase orders.

Definitions:

MOL Group - means MOL Nyrt and all companies in which, MOL Nyrt directly or indirectly holds more than 50% of the votes through the highest decision-making body or has majority ownership or other control rights as set out in a separate agreement.

HCC - means the Hungarian Civil Code.

Contract - means, together with this GTC, the agreement between the Parties (both a bilaterally signed contract and an agreement concluded by a confirmed purchase order) for the sale of special fuels, onsite refuelling services, packaged chemical products, paraffin and bitumen products

Supplementary agreement - means an agreement concluded with the Customer in the form of a separate document for the sale of special fuels, onsite refuelling services, packaged chemical products, paraffin and bitumen products, concluded in addition to contracts for the sale of special fuels, onsite refuelling services, packaged chemical products, paraffin and bitumen products.

Parts of this GTC

GENERAL COMMERCIAL TERMS AND CONDITIONS (ORDERING, PERFORMANCE, COMPLAINTS, ETC.)

GENERAL FINANCIAL TERMS AND CONDITIONS

GENERAL LEGAL TERMS AND CONDITIONS AND REACH REQUIREMENTS

1. PLACING PURCHASE ORDERS

1.1 How to place purchase orders

a) In writing:

Via the MOL Racing website by completing the individual purchase order form (IPO), or

By email sent to the sales representatives:

Chemical product: Judit Várföldi JVarfoldi@molracing.hu



MOL ÁSZF.pdf

Special fuels: The current MOL GTC in force is available on the MOL Racing website István Dávid IstDavid@molracing.hu

b) Telephone orders:

Chemical product: Judit Várföldi +36-20-448-6001

Special fuels: István Dávid +36-70-466-7454

General information and order placement: Mon-Fri 7:00-15:20

MOL Racing Customer Service contact details:

Phone number: +36/23-553-839

E-mail: sales@molracing.hu

1.2 Order confirmation

Purchase order confirmations are sent from the Supplier's system as unsigned emails to the Customer's email address. The Parties consider and accept confirmations received from the Supplier's system via Customer Management's central email address (sales@molracing.hu) or the email address of the sales representatives (JVarfoldi@molracing.hu / IstDavid@molracing.hu) as a valid legal statement.

The specific delivery obligation of the Supplier arises from the confirmation of individual purchase orders.

1.3 The obligation to accept the goods

The Customer's obligation to take delivery of the goods shall apply to the products, quantities and time limits specified in the individual purchase orders confirmed by the Supplier.

The Supplier is entitled to pre-delivery only if the Customer is ready to take delivery of the goods.

Information on the availability of individual products can be obtained from MOL Racing Customer Management or its relevant sales representative.

If the Supplier is unable, for any unforeseeable reason, to deliver certain items on time and in full or in part, it shall immediately inform the Customer thereof.

If the Customer is unable to take delivery of the individual items or partial quantities ordered (called off), it must notify the Supplier immediately, at least 2 days before the delivery date to agree on rescheduling

options. In this case, the obligation to take delivery of the goods applies to the part of the quantities called off and confirmed less the quantities selected for rescheduling.

The Customer acknowledges that the conditions of the confirmed purchase order, i.e. the loading date, delivery address, packaging method and quantity of the goods cannot be changed and the purchase order cannot be cancelled. If the Customer wishes to modify the order despite the above conditions, cancels the purchase order or does not accept the confirmed purchase order without a legitimate reason before the delivery time limit, the Supplier is entitled to charge an administrative fee of 10% of the purchase price of the ordered Products as a countervalue for the administrative costs (material handling, storage and any additional administration costs). The Supplier is also entitled to compensation for any damage in excess of the administrative fee.

1.4 Refusal to take delivery

The Customer may refuse to accept the goods ordered only if the quantity delivered differs from the quantities indicated in the accompanying documentation and it cannot be settled by subsequent administrative adjustment, or if the product delivered does not match the product ordered.

The goods may be refused if the packaging is damaged.

In the event of refusal to take delivery, the Customer and the Supplier's carrier shall jointly record the fact of refusal. The report must contain the description of the goods not accepted, their packaging condition, quantity, the identification of the packaging units and the reason for the refusal of acceptance.

The Customer shall return the goods to the Supplier together with a copy of the said report.

In such cases, the Supplier shall provide a replacement as soon as reasonably possible if so requested by the Customer.

2. DELIVERY CONDITIONS

2.1 Place of delivery

The MOL Racing site during customer opening hours or the delivery address indicated on the purchase order confirmation.

MOL Racing site: H-2443 Százhalombatta, Ipartelep 2704/1

Opening hours: Monday through Friday between 7:00 and 13:00

2.2 Time limit for delivery and time of delivery (time window)

2.2.1 Time limit for delivery

Regardless of quantity limits, purchase orders placed with the Customer Management of MOL Racing Kft have a delivery time limit of 3 working days, provided that the product is in stock and the Customer has not exceeded the credit limit, has no overdue outstanding amount and the purchase order is received by 12:00. Orders received after 12:00 will be fulfilled within 4 working days, provided that the product is in stock and the Customer has not exceeded the credit limit and has no overdue outstanding amounts. In case of a stock shortage, the Customer will be offered a one-off delivery date.

Exceptions include individually manufactured bulk and packaged products made to order, which are fulfilled based on prior agreement.

2.2.2 Time of delivery (time window)

The time of delivery can be between 7:00 and 13:00 for collection in person at MOL Racing sites, and between 7:00 and 16:00 on the day of delivery. Any deviation from this may only be made in the supply contract in force between the Supplier and the Customer.

2.2.3 Quantity takeover

The Supplier shall issue three copies of a goods receipt for the deliverable goods. If the loading of the Products at the premises of MOL Racing Kft is not carried out on the means of transport provided by the Supplier, the Customer may, in the event of a dispute, bring action against the carrier in its own right.

For barrel and small package products:

At the place of delivery, the Customer's representative takes delivery of the goods by signing the goods receipt notes after itemised counting. The documents must legibly indicate the name of the signatory and the exact time of receipt. If the Customer's representative finds a discrepancy in quantity or product compared to the items on the delivery note or the purchase order during the itemised counting, a report of the discrepancy shall be drawn up with the driver of the transporting vehicle.

For (bulk) products transported in road tanker:

The gross and net weight of the products loaded into the truck shall be determined by the Supplier by weighing the empty and the loaded means of transport on a certified weight scale. The Supplier shall issue a goods receipt note for the weight of the goods thus determined and seal the truck. Before unloading the goods, the Customer shall check that the seals are intact. The Supplier's carrier and the Customer shall jointly unload the goods into the Customer's receiving tank. The Customer shall then take delivery of the goods by signing the goods receipt notes at the place of delivery. The documents must legibly indicate the name of the signatory and the exact time of receipt.

2.3 Accompanying documents for excise goods (special fuels, packaged chemical products)

The Supplier shall issue a delivery note or electronic accompanying document (e-TKO) in the case of delivery of the goods from other than a tax warehouse or from a tax warehouse for free consumption, or an e-TKO in the case of delivery under duty suspension arrangements.

The Customer or its authorised representative (carrier, goods receiver) shall sign and stamp the delivery note to confirm receipt.

The e-TKO is the basic invoicing document for the Supplier in the case of delivery with a delivery note or under duty suspension arrangements.

The destination of the goods on the e-TKO or on the delivery note:

the delivery address in case of delivery by the Supplier's carrier,

in the case of delivery by the Customer or its authorised representative, the destination indicated by the Customer or its authorised representative.

If the Customer transports the goods, the Supplier undertakes to indicate the destination indicated by the Customer or its authorised representative on the e-TKO and/or the delivery note but does not assume responsibility for the delivery of the goods to this delivery address.

In case of the sale of excise goods under duty suspension arrangements, the Parties declare that they will apply the EMCS (Excise Movement and Control System) for the management and confirmation of the accompanying documents and will apply the excise rules provided for by the legislation in force."

2.4 Packaging

2.4.1 In the case of goods transported on reusable/non-one-way (EUR) pallets

The Customer shall provide the Supplier with replacement EUR pallets of the same, impeccable quality as those delivered. The type and number of pallets returned shall be documented in a report signed by the Supplier's carrier.

At the place of delivery, the Customer's representative shall take delivery of the pallets after itemised counting by stamping and signing the receipt note for the pallets or returning them after trans-loading of the goods.

In the absence of pallets, the Supplier shall invoice the Customer subsequently for the pallets for HUF 2500 each.

2.4.2 In the case of IBC transport

At the place of delivery, the Customer's representative shall take delivery of the IBCs by stamping and signing the delivery note after itemised counting and identification of the IBCs by number. If the number of items matches the actual number but the identification number is different, but the Customer takes delivery of the container, the Customer must indicate this on the delivery note, which must also be signed by the Customer's representative.

The Customer may only store in the IBCs the chemical products loaded into them at the Supplier's premises. The IBCs are the property of the Supplier and may be used by the Customer free of charge for a maximum period of 2 months (60 calendar days).

The Customer shall return the empty IBCs in a clean, non-contaminated and impeccable condition, together with all accessories, within 2 months (60 calendar days) of receipt. It is the Customer's responsibility to notify the Supplier's Customer Management of its intention to return the IBC by sending the IBC number to the contact stated in Section 1.1.

If the IBCs are not reported or returned to MOL Racing Customer Management within 2 months (60 calendar days) of delivery, the Supplier is entitled to charge a rental fee for the IBCs for the subsequent period.

The Customer is obliged to pay the IBC rental fee from the 61st calendar day after the day of delivery, the rental fee payable is HUF 500 + VAT per calendar day.

The Parties agree on a fixed-term settlement of accounts according to Article 58 of Act CXXVII of 2007 on Value Added Tax, the settlement period being one calendar month.

The Supplier shall issue an invoice to the Customer by the 8th day of the following month for the IBC rental fees incurred in a given month, indicating the registration number of the IBCs. The IBC rental obligation will cease on the date on which the Customer confirms delivery of the IBC to MOL Racing Customer Management unless the IBC is not delivered to the Supplier's carrier for reasons attributable to the Customer.

The Customer shall be responsible for the physical state of the IBC in its use.

In the event of non-compliance, the carrier is obliged to record the objection on the consignment note/report and to have it signed. In this case, the cost of repair/cleaning will be charged to the Customer.

If the Customer returns the IBC contaminated, the Customer shall pay the Supplier the amount of the cleaning fee plus VAT.

If the Customer returns the IBC damaged, the Customer shall pay the Supplier the amount of the repair fee plus VAT.

If the Customer returns the IBC in a condition beyond repair, the Customer shall pay the Supplier the purchase price of a new IBC plus VAT.

If the Customer does not return the IBC or cannot render accounts for the IBC previously received, the Customer shall pay the Supplier the purchase price of a new IBC plus VAT.

The Customer shall pay the amount of the fees payable on the basis of the Supplier's invoice by the time limit for payment agreed between the Customer and the Supplier.

2.5 Quality and quantity complaints

In the event of a quantity complaint, if there is a discrepancy between the products or their quantities indicated on the purchase order or the goods receipt note vs. the products or their quantities delivered, the Customer shall, on the basis of the itemised counting carried out at the time of receipt of the goods, together with the driver of the transport vehicle, draw up a report on the discrepancies, a copy of which

shall be taken over by the Supplier's carrier. The customer sends a copy of the report by e-mail to sales@molracing.hu or the e-mail address of the relevant sales representative.

In this case, the Customer shall have the right to refuse to take delivery of the products affected by the discrepancy on the basis of Section 1.4 of the GTC.

If the Customer, upon receipt of the goods, certifies by signing the receipt note of the goods that it has received the goods in full, MOL Racing Kft may refuse to accept any subsequent quantity complaint for this delivery.

Exceptions to this rule are the products packaged in cartons, where it is sufficient to check the integrity of the packaging or shrink-wrapped pallet packaging and the number of cartons on receipt. For products packaged in cartons, MOL Racing Kft will accept quantity claims within 15 days from the date of receipt of the goods. If items are missing from the carton, a photograph of the inside, the lid and the label of the carton must be taken and emailed to the Supplier.

In the event of a quality complaint, the Customer shall, as soon as possible after the complaint has been established, notify the Supplier's authorised contracting organisation or the Supplier's Customer Management in writing.

When making a complaint, the Customer must state the name, the date of delivery of the product complained of, and a brief description of the complaint. If the complaint relates to the packaging, a photograph must be included. The requirements for taking a photo are:

- a) The location of the defect on the packaging must always be photographed.
- b) If the complaint relates to product leakage, the whole pallet should be photographed.
- c) If the complaint relates to a barrel product, the position on the pallet and the label must be photographed.
- d) If it is discovered before unloading that the product(s) arrived damaged, the entire cargo must be photographed.

If the Customer does not take a photograph of the product complained of as described above, the Supplier is entitled to refuse the complaint.

The Customer acknowledges that a complaint concerning the quality of a particular item can only be investigated and enforced if it can be proved that the written complaint was received by the Supplier within 30 working days of receipt of the item, failing which the Supplier shall be relieved of all liability in respect of product quality.

In the event of a quality complaint, if there is a dispute between the Parties as to the outcome of the investigation and this is documented, the Parties shall agree within 15 working days to further investigate the complaint and to engage an independent certification body competent to decide on the validity of the warranty claim. The inspection fee of the independent certification body will only be charged to the Supplier if the complaint is found to be justified.

2.6 Settlement of justified warranty claims

In the event of a justified warranty claim by the Customer, the Supplier shall undertake to:

- a) replace the defective product
- b) offer a reduced price for the defective product, or
- c) bear the costs of product replacement, if the product has already been loaded
- d) compensate for the additional costs that can be proven to have been incurred as a result of the product being demonstrably defective.

GENERAL FINANCIAL TERMS AND CONDITIONS

3. TERMS OF INVOICING AND PAYMENT

Invoicing per purchase order after the performance

The Supplier is entitled to submit an invoice within 8 days after the contractual performance of the obligations specified in the contract.

If the invoicing is in a currency other than HUF, the Supplier shall indicate on the invoices the amount of tax payable in HUF as calculated according to Articles 80 and 172 of Act CXXVII of 2007 on Value Added Tax.

Special provisions on advance payments

The Supplier shall issue an advance payment request for the advance amount, based on which the Customer shall transfer the amount of the advance to the Supplier's bank account. The condition for the commencement of performance is that the advance has been credited to the Supplier's bank account.

The Customer undertakes to include the SAP code and reference number in the remittance section.

Within 8 days of the date of crediting the advance payment to the Supplier's bank account, the Supplier shall, in conformity with the relevant legislation, issue and send an advance payment invoice to the Customer for the amount received.

The Supplier shall issue and send a final invoice to the Customer's postal address within 8 days of performance, in full compliance with the legal provisions in force and the provisions of this contract, from which the amount paid as an advance shall be deducted.

Special provisions on deferred payments

In the event that the Parties have agreed on deferred payment in the contract, the Customer shall, by bank transfer, pay the invoice that is in full compliance with the applicable legal provisions within the number of days from the invoice issue date specified in the contract.

The Customer is obliged to transfer the payable amount to the Supplier's bank account so that it is credited no later than the due date for payment. If the due date for payment falls on a day that is not a working day or a bank holiday, the payment must be made on the first working day following that day.

The Customer's payment obligation shall be considered fulfilled when the full amount of the payment is credited to the Supplier's bank account.

The Customer must indicate the serial number of the invoice to be settled in the remittance section of the transfer certificate. Failing this, the Supplier shall be entitled to use the amount credited to its bank account first for the settlement of the Customer's penalty debts due, then the interest on late payments and the remainder for the Customer's capital debts, which is due at the earliest. The Supplier shall notify the Customer in writing of any debts so settled.

Bank charges

In the case of payment in EUR or USD, the costs of the sending bank are borne by the Customer, and the costs charged by any other bank (correspondent and beneficiary) involved in the transaction are borne by the Supplier.

Special provisions on e-invoicing

If the Supplier and the Customer agree on electronic invoicing, the electronic invoice and any attachments thereto (hereinafter referred to as "e-invoice") shall be issued by the Supplier according to Article 175 of the VAT Act and sent to the e-mail address provided by the Customer.

The customer's e-invoicing e-mail address is recorded in the contract.

It is the Customer's responsibility to notify the Supplier of changes to its e-mail address at least 10 days before the change occurs.

An e-invoice sent to the e-mail address provided by the Customer is deemed to have been received on the 2nd day after it is sent unless the Customer informs otherwise.

The e-invoice issued by the Supplier complies with the relevant requirement of the VAT Act and includes the invoice attachments, if any.

The Customer is obliged to arrange for the retention of the e-invoices in a way as to exclude the possibility of subsequent modification, to protect them against deletion, destruction and damage, and exclude the possibility of unauthorised access until the expiry of the statutory retention period.

In the event that the Supplier's or the Customer's electronic mail system fails (technical impediment) and it is impossible to send or receive the e-invoice, the invoice will be issued in printed form.

The affected party shall immediately notify the other party of the technical impediment, first via phone, then in writing (e-mail), through the contact persons designated in the contract.

Once the technical impediment is removed, the Parties will revert to e-invoicing.

Interest on late payments

If the Party obliged to make payment under the contract fails to do so by the due date, it shall be in default and pay to the other Party default interest on the overdue amount at the rate provided for in the HCC in force from the date of default to the date of actual payment for the period of the default.

The Party in default shall pay the accrued interest on late payment within 8 days of receipt of the demand letter issued by the Party entitled to interest. The amount of interest for late payment is calculated by the Parties on the basis of the actual number of days elapsed, taking into account a 360-day year.

Interest on late payment shall be paid in the currency of the amount on which the interest on late payment is based.

Overdue debts

If the Customer has an overdue debt towards the Supplier, the Supplier shall be entitled to set off any overdue debt of the Customer against any payment obligation of the Customer arising from the contract or any other legal relationship with the Customer and to notify the Customer thereof at the same time.

The Supplier shall be entitled to use the amount credited to its bank account first to pay the Customer's late payment interest debts and the remainder to pay the Customer's earliest overdue/due capital debts.

The Supplier shall inform the Customer in writing about which debts of the Customer have been settled by the Supplier from the amount transferred by the Customer.

Suspension of deliveries against deferred payment

Customer debts to any MOL Group member

If the Customer has an outstanding debt arising from any contract with any MOL Group member, the Supplier is entitled to suspend the delivery of goods or the provision of services to the Customer or to impose additional conditions (guarantees). In such a case, the Supplier shall be entitled to deliver goods or provide services to the Customer only if it can credibly demonstrate that the full amount of the consideration for the goods to be delivered or services to be provided and the amount of any outstanding debts owed to the relevant MOL Group member have been paid in full before the delivery of the goods or provision of the services commences. The amount paid by the Customer to the Supplier shall be set off by the Supplier against the Customer's oldest outstanding debt.

The Customer acknowledges that the composition of MOL Group members may change during the term of the contract.

Credit line

If the Parties have agreed to use a credit line in the contract, the following rules apply.

If the Customer's debts and confirmed purchase orders under the contract exceed the amount of the Credit Limit, the Supplier shall have the right to serve the Customer only if the Customer repays the outstanding debt to the extent that the available part of the Credit Limit covers the value of the ordered goods and/or services.

The Supplier shall be entitled to unilaterally modify the amount of the Credit Limit at any time, with simultaneous written notice to the Customer, or to suspend the credit-based supply (or services) or to impose additional conditions (guarantees) if the Supplier has reasonable negative information about the Customer's financial situation or solvency.

In particular, the following shall be considered negative information:

- a) if the Customer or its affiliated company or other company in which it has a participating interest pursuant to Act C of 2000 on Accounting, and if the founder/owner of the Customer's other company or the company of a close relative of the founder/owner of the Customer pursuant to the HCC has an overdue debt to the Supplier or any MOL Group member
- b) if the credit insurance company reduces or cancels the Customer's credit line,
- c) if an external auditing firm or the Supplier's internal rating model indicates the Customer's creditworthiness has deteriorated,
- d) if proceedings (e.g. lawsuit, liquidation, bankruptcy, execution, etc.) have been initiated against the Customer or its affiliated company or other company in which it has a participating interest pursuant to Act C of 2000 on Accounting, and if the Customer's founder/owner has initiated proceedings against another company or the company of a close relative of the Customer's founder/owner pursuant to the HCC, and the Supplier becomes aware of this,
- e) if recovery proceedings are initiated against the Customer or its affiliated company or any other company in which the Customer has a participating interest pursuant to Act C of 2000 on Accounting, and if recovery proceedings are initiated against another company of the Customer's founder/owner or a company of a close relative of the Customer's founder/owner pursuant to the HCC and the Supplier becomes aware of this,
- f) if there is a change in the ownership structure of the Customer that materially impairs the Customer's financial performance.

In the event of a change to the Credit Limit, the Supplier shall notify the Customer at the time of the change. Non-acceptance of the modified Credit Limit by the Customer does not automatically mean the termination of the Contract, in which case the Parties shall consult each other and record the result in a report. If the conciliations are not successful within 30 days, the contract shall be terminated on the 31st day following the start of the conciliations and the Parties shall be obliged to settle their accounts in full.

Requirements on invoicing, invoice attachments

At the Customer's request, the invoice shall be accompanied by a performance certificate. The Supplier shall send the invoice issued to the Customer (in case of advance payment, the advance payment request) to the Customer's invoicing address by email.

The Customer shall, in the required sequence, indicate the SAP code and the sequential number of the invoice to be settled in the remittance section. Failing this, the Supplier shall be entitled to use the amount credited to its bank account first for the settlement of the Customer's penalty debts, then the interest on late payments and the remainder for the Customer's capital debts. The Supplier shall notify the Customer either in writing or electronically of the debts so settled.

The Supplier operates automatic crediting. Any unidentifiable credit to the Supplier's account received from the Customer will be credited to the Customer's oldest outstanding debt.

GENERAL LEGAL TERMS AND CONDITIONS AND REACH REQUIREMENTS

4. TERMINATION OF THE CONTRACT

4.1 Ordinary termination

The Supplier is entitled to terminate the contract in writing with a 30-day notice, without stating reasons.

4.2 Termination of the contract with ordinary or extraordinary notice

In the event of the occurrence of any of the events set out in this Section, if the pre-contractual situation can be fully restored, the Supplier shall be entitled to withdraw from the contract with immediate effect without any obligation to pay compensation or, if the pre-contractual situation cannot be restored, the Supplier shall be entitled to terminate the contract with immediate effect without any obligation to pay compensation if:

- a) the Customer or any person acting on behalf and/or as a representative thereof materially violates the provisions of the MOL Group Business Partner Code of Ethics; or
- b) the Customer or any person acting on behalf of and/or acting on behalf and/or as a representative thereof violates the HSE regulations applicable to the Supplier's sites; or
- (c) the Customer breaches its confidentiality obligations under the contract; or
- d) the Customer's statements or conduct/procedures are detrimental to the Supplier's reputation or business trustworthiness; or
- (e) the Customer repeatedly or -according to the judgement of the Supplier - seriously breaches its obligations under the contract not specifically mentioned above; or
- (g) the Customer has an outstanding debt of at least EUR 1,000 per MOL Group member for more than 30 days with any MOL Group member, or the total outstanding debt of more than 30 days with any MOL Group member is equal to or exceeds EUR 10,000 (if any debt is in a currency other than EUR, the debt in that currency will be converted into EUR based on the European Central Bank's exchange rate for that currency/EURO (ECB fixing)); or
- (h) the Customer is insolvent or has been declared bankrupt.

The document containing the cancellation or the extraordinary termination shall be delivered to the Customer by hand or by courier or by registered letter with acknowledgement of receipt. In the event of cancellation by the Supplier, the Parties shall return to each other the services provided up to the date of cancellation and their contractual monetary consideration and restore the pre-contractual conditions.

In the event of extraordinary termination by the Supplier, the Parties shall be obliged to settle with each other all services provided and the contractual monetary consideration paid, including the breach of contract and its consequences, up to the date of termination.

In the event of cancellation or extraordinary termination, the Supplier reserves the right to enforce its rights arising from the breach of contract, including the right to compensation for damages.

5. REFERENCES

The Supplier shall be entitled to refer to the contract or its cooperation with the Customer if a third party expressly requests it to do so during an invitation to tender, public procurement procedure or contract

negotiations. In the context of the reference, the Supplier is entitled to communicate to the third party requesting the reference only the existence of the contract concluded with the Customer and the subject matter of the contract (indicating the quantity of the goods or services covered by the contract) without obtaining the Customer's express written consent.

The Customer shall only be entitled to refer to the Contract or to the cooperation with the Supplier as a reference if the Supplier has given its prior and express written consent. The Supplier is entitled to withdraw the consent given in writing at any time without stating any reason.

6. FORCE MAJEURE

It shall not constitute a breach of contract if any/either of the Parties cannot perform its contractual obligations due to reasons beyond the control of any of the Parties (force majeure). Force majeure shall be deemed to be those unforeseeable circumstances beyond human control (e.g. war, earthquake, flood, fire, act of terrorism, etc.) which are not dependent on the will of the Parties and directly prevent the Party concerned from fulfilling its contractual obligations.

The contractual time limits are extended by the duration of the force majeure. If the duration of the force majeure exceeds 30 days, the Parties shall consult each other to possibly amend the Contract. If the conciliation does not lead to a result within 10 days, either Party may terminate the Contract with immediate effect, even if it is not otherwise entitled to do so under the applicable law or the Contract, and the Parties shall promptly settle the accounts relating to the termination of the Contract in accordance with the rules of impossibility.

The Parties shall inform each other in writing without delay of the imminent force majeure and the occurrence and expected duration thereof. Damages deriving from late notification of the imminent or actual force majeure event shall be borne by Party liable for delayed notification.

7. CONFIDENTIALITY

The Parties declare that any data, facts, in particular, but not limited to the existence and content of this Contract, which they become aware of in any way in connection with the conclusion and performance of this Contract in relation to the other Party and its activities shall be considered trade secrets and shall not be disclosed or made available to third parties or used for any purpose other than the performance of this Contract.

This provision does not apply to the provision of information to MOL Group members. The Supplier shall guarantee to have the confidentiality obligation of MOL Group members fulfilled.

This provision also does not apply to all information to be provided to the Supplier under the contract to third parties providing financial, accounting, legal, HR, insurance or additional financial and debt recovery services, or, in the event of an assignment by the Supplier of a claim arising under the contract, to the information necessary for the assignor to conclude and perform the assignment contract, or, if the contract provides for the provision of financial security, to the information necessary for the conclusion and performance of the related agreements to be provided by the Supplier to third parties

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The confidentiality obligation does not apply to the information which:

(i.) is publicly available or which become publicly available in the future through no fault of the Party receiving the information; or

(ii.) can be shown to have been known to the Party acquiring the information before the entry into force of the contract, or

(iii.) has come to the knowledge of the receiving Party through a third party not bound by a confidentiality agreement with the Party to whom the information relates; 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 validity of this confidentiality commitment shall not be affected by the termination of the Contract for any reason whatsoever and remain in force for three years from the date of termination.

8. ENTIRE AGREEMENT

The entire agreement of the Parties is embodied solely in this GTC and the contract concluded on the basis thereof. Upon conclusion of the contract, all previous oral or written discussions or agreements on this subject shall be null and void. Neither usage to which Parties have agreed to apply as part of their prior business dealings, nor practices they have established between themselves shall form part of this contract. Nor does it include any customary practices that are widely known and regularly used by parties to a similar contract in the relevant business sector.

9. CONTRACT AMENDMENT

A contract concluded in writing may only be amended in writing on paper, unless the Parties have agreed in the contract to the possibility of amending the contract electronically. Changes in the Parties' details registered in the commercial register, in particular changes in the name, registered office, representatives, account-holding bank, and bank account number, as well as changes in the details of the organisation and contact persons responsible for the conclusion and performance of the contract, shall not be deemed to be amendments to the contract. The affected Party shall notify the other Party of such changes either in writing either 10 days prior or 10 days after the occurrence (registration) of the change, as the case may be.

10. NOTIFICATION RULES

Notification by e-mail:

- The Parties agree to notify each other of information relating to the performance of the Contract (including the issuance and acceptance of call-offs and orders under contracts) via an electronic mail system.
- Notifications sent electronically by e-mail by the contact persons specified in the Annex to the contract shall, in the absence of confirmation received, be deemed to be delivered one working day after the date of sending.
- The notifications and confirmations sent electronically, by e-mail, in accordance with the Contract, shall be sent to the Customer or the Supplier without a signature and without any substitute identification, which the Parties shall acknowledge and consider accepted unless proven otherwise.
- With regard to e-mails created in accordance with the rules set out in the contract, the Parties may not claim before the courts or other authorities that such emails do not comply with the requirements of written documents made on behalf of the company unless it can be proved that they were used with fraudulent or other unlawful intent.
- In the event of a dispute about the identity of the sender or the content of the e-mail, the burden of proof that the e-mail was not sent by the person indicated as the sender or with the content received shall be on the sender.

The Parties declare that they consider the applicable e-mail system to be secure and suitable at the time of signing the contract and undertake that if during operation they become aware of any system security threat, they will immediately inform the other Party of this fact or information. The Parties shall be liable for any damage resulting from late notification.

- The Parties agree that electronic mail (e-mail) shall be considered as official communication only where and to the extent expressly permitted by this Contract. The Parties expressly agree that the contract cannot be amended or terminated by electronic mail.

11. PRIVACY NOTICE

The Parties stipulate that the e-mail address and telephone number provided by the Customer for contact purposes - regardless of whether it contains the name of a natural person or whether the subscriber is a natural person - are used for the Customer's official business contacts.

The Parties warrant to each other that in their operations they will comply with the provisions of 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 Regulation (EC) No 95/46/EC (hereinafter referred to as the General Data Protection Regulation or GDPR).

During the performance of the contract concluded under this GTC, personal data may be processed, in particular in view of the fact that the Parties are considered as data controllers with regard to the contact details. The Parties unanimously declare that they have an adequate legal basis for the transfer of the said personal data and that the data subjects have been notified of the transfer of the said personal data in accordance with the requirements of the GDPR prior to the transfer.

The Customer may download the Privacy Notice relating to the above processing operations from the <https://mol.hu/hu/adatvedelem/> website.

The Customer agrees that the Supplier or its agent may visit them at the contact address specified in the contract for service improvement purposes during the term of the contract. The Customer confirms that the information materials sent to the email address provided for contact purposes and the messages sent to the telephone number provided are part of the official business communication between the Customer and the Supplier in connection with the contract.

12. TRANSFERABILITY

The Supplier is entitled to assign the contract or certain part(s) thereof or certain rights or obligations set out therein to a third party, subject to prior notice to the Customer. The Customer irrevocably consents to such transfer by signing the contract.

13. NULLITY

If any provision of this contract becomes invalid or ineffective, the validity of the other provisions or of the contract shall not be affected, unless the Parties would not have concluded the contract without the invalid or ineffective provision.

14. GOVERNING LAW AND PROCEEDING COURT

The Parties agree that all issues governed by this contract, including the validity of the contract and the contractual provisions, declarations, agreements and obligations, shall be determined by applying the rules of Hungarian law.

Any third party not expressly authorised by this contract shall not be entitled to claim the service provided under this contract.

The Parties shall attempt to resolve any disputes relating to this contract amicably. For the settlement of disputes that cannot be settled amicably, the Parties shall submit to the exclusive jurisdiction of the ordinary courts of the Supplier's registered office.

15. CODE OF ETHICS

By signing the Contract, the Customer certifies that it has accessed the MOL Group Business Partner Code of Ethics via the "Ethics - MOL Hungary" website, that it has read and accepted the provisions contained therein as binding, and that it may not refer to the lack of knowledge of the circumstances in the performance of the Contract.

16. REACH CLAUSE

The Parties acknowledge that the Product (substance, article, mixture) covered by the Contract is subject to Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter referred to as the **REACH Regulation**). The Customer declares that it is aware of the provisions of the REACH Regulation and undertakes to comply fully with the provisions applicable to it. The Parties agree to cooperate fully to comply with the REACH Regulation.

The Customer acknowledges that the Supplier has prepared a REACH-compliant safety data sheet for the Product covered by the Contract, taking into account the identified uses. The Customer declares that it has downloaded or received the safety data sheet for the Product in electronic form, that it is familiar with the information contained therein and that it will act in accordance with the information contained in the safety data sheet and the provisions of the REACH Regulation when using or reselling the Product.

The Parties agree that in the event of updating the safety data sheet, the Supplier shall send the new, dated version of the safety data sheet to the Customer in electronic form (attached by e-mail or on a link or data carrier provided in the e-mail). By signing the contract, the Customer declares that it considers the above electronic means of transmission as appropriate means of electronic transmission in accordance with Article 31(9) of the REACH Regulation.

The Parties agree that, if the Customer's use is not covered by any of the uses listed in the List of Identified Uses, the Customer shall prepare a Chemical Safety Report for those uses that differ from the conditions set out in the safety data sheet provided to it, in accordance with the REACH Regulation.

The Customer acknowledges that it shall be liable for any damage resulting from any breach of the REACH Regulation or of its duty to cooperate.

17. HSE RULES

The Customer undertakes to comply strictly with the HSE regulations applicable to the Supplier's sites (labour, fire, environmental, traffic rules, etc.).

If the Customer's representatives and/or subcontractors suffer or cause an accident on the Supplier's sites, they shall immediately report it to the representatives of the HSE organisation and cooperate fully with the competent authorities and the representatives of the HSE organisation to investigate and clarify the circumstances of the accident.

18. EKAER REPORTING OBLIGATION

- If the goods are transported by road, the Supplier shall fulfil the EKAER (Electronic Trade and Transport Control System) reporting obligations, unless the transport of non-hazardous goods is carried out by the Customer. The Supplier shall send the EKAER number or the exemption certificate attached to the delivery documentation.

- If the goods are transported by road, the Customer acknowledges that the transport may only be started in possession of an EKAER (Electronic Road Goods Administration Control System) number as required by the Act on the Rules of Taxation. The Customer shall provide MOL Racing Kft with the data necessary to fulfil the reporting obligation within the period specified in the purchase order, but not later than the statutory period.

- If there is any change in the originally communicated data falling within the sphere of interest of the Customer, the Customer shall immediately provide it to MOL Racing Kft.

- If the product is transported by the Customer and the product is resold and delivered to a domestic third party as a direct consequence of the transport (chain transaction), the Customer is responsible for the EKAER reporting. The Customer is obliged to inform MOL Racing Kft of the fact of resale before the start of the transport.

- In addition, if the transport of non-hazardous goods as domestic first taxable supply is carried out by the Customer (as consignee), the EKAER obligation is on the Customer (as consignee).

19. PENALTY CLAUSE

The Parties warrant that the subject matter of this contract and any subsequent transactions of the Parties with third parties relating to the subject matter of this contract, and the Parties and their representatives participating in the process of entering into this contract, shall not be subject to any trade restrictions imposed by the United States of America, the United Nations Security Council, the European Union, any of its Member States or the United Kingdom (collectively, "Trade Restrictions"). Neither Contracting Party shall be obliged to perform any obligation under this contract (including any obligation to perform, transport, receive, sell, purchase, pay or receive money to, from or through any natural or legal person) if it would be in breach of the Trade Restrictions.

20. SPECIAL COVID-19 ARRANGEMENTS

The Parties acknowledge that the fact of the COVID epidemic, the content of the official restrictive measures issued up to the date of conclusion of the contract and the obligations under this contract are known to both Parties at the time of conclusion of the contract and are undertaken in the knowledge of this fact and the risks. For reasons of clarity, the Parties also stipulate that the fact of a COVID epidemic does not in itself constitute a reason for exemption from contractual obligations. With regard to force majeure declared in the context of a COVID epidemic, the Parties agree to the following provisions:

The Parties have taken voluntary restrictive measures in view of the epidemiological situation and have informed each other accordingly.

If the consequences of the COVID epidemic or the measures taken by the authorities to prevent it impose an additional burden on one of the Parties compared to what was known at the time of the conclusion of the contract, the Parties shall act in accordance with the force majeure provisions, each Party bearing the risk and costs incurred in its sphere of interests. In this respect, the Parties agree that it shall not constitute a breach of contract if the affected Party is unable to perform its contractual obligations in accordance with the contract for that reason;

- because the epidemics directly affecting its activities or its area of operation have reached a level at which, and as a result of which, the contractual performance of the obligations entered into can no longer reasonably be expected, or

- as a result of epidemic diseases directly affecting its activity or its area of operation, an official measure is taken which does not exist at the time of the conclusion of the contract and which objectively makes it impossible to perform the contract

The party wishing to invoke the above circumstances shall notify the other party immediately upon their occurrence. In this case, the Parties shall jointly assess and qualify the situation as soon as possible.

21. LIMITATION OF LIABILITY

In the event of defective or delayed performance or failure (impossibility of performance) attributable to the Supplier, the Supplier shall be liable for direct damage to the Customer's property, but not be liable to compensate the Customer for indirect consequential damage, in particular loss of profit or revenue, damage caused by a decline in business turnover and damage caused to the Customer's business partners. The Supplier's liability for any damage suffered by the Customer as a result of any breach of the contract attributable to the Supplier shall be limited to the maximum value of the quantity of the products affected by the breach of contract.