

GENERAL TERMS AND CONDITIONS OF PURCHASE

In the absence of a written agreement to the contrary, these General Terms and Conditions of Purchase (hereinafter referred to as "**GTCP**") shall apply to all orders for deliveries and/or services placed by **MOL Austria Handels GmbH (FN 84355b)** or **ROTH Energie GmbH (FN 225533t)** with their **suppliers** as an agreed part of the contract.

1. Definitions

- 1.1 "**Products**" means the goods or services (materials, equipment, products, services, etc.) specified in the Purchase Order to be delivered or provided by the Supplier to the Customer as agreed.
- 1.2 "**Parties**" means the Supplier and the Customer together.
- 1.3 "**Customer**" means MOL Austria Handels GmbH or Roth Energie GmbH. The respective contracting company (or both, as the case may be) shall be indicated in the Order.
- 1.4 "**Purchase Order**": means the Customer's unmodified proposal for the purchase of Goods or Services, subject to the Supplier's agreement thereto or following confirmation of changes by the Customer, and contractual rights and obligations between the parties.
- 1.5 "**Offer**" means a binding request by the Supplier as to the terms on which it is prepared to supply Goods or provide Services. Offers without a fixed acceptance period may be accepted by the Customer until the expiry of eight (8) weeks from their receipt by the Customer.
- 1.6 "**Contract**" shall come into existence: (i) acceptance of the offer by both parties signing the order, (ii) the Supplier accepting in writing or confirming in the designated system a written or electronic order from the Customer, (iii) receipt by the Supplier of the corresponding written declaration of acceptance of an offer by the Customer, or (iv) by other written documents agreed between the parties (e.g. framework agreement, service agreement, etc.). The contract shall be valid for the agreed duration of the contractual service.
- 1.7 "**Purchase Price**" means the value of the goods or services required for the purpose of fulfilling the Purchase Order, as designated in the Purchase Order. The purchase price includes the costs recorded and specified in the order. Unless otherwise specified in the Purchase Order, the Purchase Price includes the costs of packaging, transportation to the place of performance, insurance and all ancillary and administrative costs, including the costs of an import permit, if one is required. Taxes (e.g. sales tax) and other charges shall be stated separately.
- 1.8 The **place of performance** is the business address of the customer stated in the order, unless otherwise agreed in writing.
- 1.9 "**Supplier**" means the party obliged to deliver goods or to provide services.
- 1.10 "**Client's homepage**" means www.molaustria.at or www.roth.at

2. Procedure for determining the purchase price

For all purchase orders issued in accordance with these GTCP, the Supplier shall apply uniform pricing principles, rules and procedures to determine the purchase price. Upon request by the Customer, the Supplier shall provide in writing and justify a breakdown of the pricing. The breakdown must contain at least the following data, if applicable: Unit price or lump sum, number or quantity, statutory VAT and other charges, customs and import costs, costs of transport/shipping, insurance and other applicable costs.

3. Purchase Order

- 3.1 The Customer shall place the order on the basis of the submitted offer and the Supplier shall confirm acceptance of the order including the GTCP in writing by duly signed order confirmation or in the system provided for this purpose within 5 working days of receipt of the order or within the period specified by the Customer in the order. The order may be placed in electronic or written form.
- 3.2 The parties shall also consider the order and the GTCP as accepted if the supplier does not confirm the order within the above-mentioned period but actually delivers/performs the goods or services specified in the order.

3.3 The order must contain at least the following information:

- Order number and date of order,
- Essential details of the parties (supplier name and contact details, customer name, name and contact details of the employee issuing the order),
- Designation and quantity of the products,
- Place of performance,
- Purchase price,
- Designation of the invoice recipient,
- Invoice address, if different from the invoice recipient.

3.4 The Client disclaims all liability for orders for Products or changes thereto not made by one of its duly authorised representatives.

4. Service provision

4.1 The supplier is obliged - within the scope of commercial expertise and diligence - to deliver the products in the quantity, quality and type specified in the order to the customer at the specified time and place and under the specified conditions. Simultaneously with the handover of the products, the supplier is obliged to provide approval or test certificates of the products, manufacturer certifications as well as all information required for the intended use of the products as well as their maintenance and repair (e.g. operating instructions). Furthermore, the supplier shall provide the weight and volume per piece, customs tariff number and EAN code.

4.2 The Supplier warrants that the deliveries and/or services have a proper and careful quality and execution, comply with all applicable legal provisions as well as the state of the art; the Supplier shall, if necessary, notify the Customer of any obstacles to the proper fulfilment of the contract prior to performance.

4.3 The delivery date specified in the confirmed order shall be the final date on which the Supplier must offer the Products to the Customer for acceptance at the place of performance. The Supplier is only entitled to make an advance delivery if the Customer confirms this in writing. The Supplier shall inform the Customer by fax and/or electronically of details of the Products and their dispatch at the time specified in the order.

4.4 Before accepting a delivery, the customer is entitled to inspect the quantity and quality of the goods delivered or services rendered individually or on a random basis. The customer shall not be subject to any obligation to inspect and give notice of defects with regard to the agreed service/delivery; in particular, the obligation to inspect and give notice of defects pursuant to the Austrian Commercial Code (UGB) shall be excluded.

4.5 The right of ownership, right of disposal and risk shall pass to the customer upon handover/acceptance of the products at the place of performance. During transport to the place of performance, the risk associated with loss or destruction shall be borne by the supplier. Partial deliveries and partial services as well as the commissioning or putting into use of partial deliveries and partial services by the customer shall not result in a transfer of risk.

4.6 The supplier undertakes to label all products in accordance with applicable regulations, insofar as these have properties that are relevant to safety or the environment. Furthermore, the supplier shall be solely responsible for ensuring that all goods and services supplied comply with Austrian laws and legal requirements for such products and services. All deliveries shall be accompanied by valid safety data sheets in German.

5. Terms of payment

5.1 Provided that the obligations stated in the contract are fulfilled in accordance with the contract, in particular if the delivery has been executed free of defects in terms of actual quantity and quality and this has been duly confirmed by the customer, the supplier shall be entitled to issue an invoice. The invoice must refer to the assigned order number. If this data is missing or if the invoice does not comply with the statutory provisions, the invoice shall be deemed to have a formal error and the customer shall be entitled to return it unpaid or to demand correction.

5.2 The Supplier shall immediately send one (1) copy of the invoice drawn up for the Customer together with the confirmation of performance to the invoice address provided by the Customer, but no later than within five (5) days after delivery.

5.3 The invoice shall be issued in accordance with the statutory provisions and those set out in the contract with regard to form, content and arithmetical requirements, and shall also include bank information, the name of the bank and the supplier's VAT tax number.

5.4 Payment of the invoice may not be construed as a waiver of the customer's rights under these GTCP or on the basis of statutory provisions. Assignment (transfer to another account number), factoring or forfaiting require a separate agreement with the customer. All payments by the customer to the supplier shall be made subject to reservation and shall not constitute an acknowledgement of a claim, neither in terms of amount nor in terms of reason. If the supplier does not raise a justified objection within six (6) weeks after dispatch or instruction of the customer's final payment, all claims of the supplier against the customer from the business case in question shall be deemed to have been settled.

5.5 The invoice amount is due for payment by bank transfer to the account specified in the invoice no later than the 30th day after receipt of the invoice by the customer, provided that the invoice complies with the legal provisions in force at that time. Should this day fall on a public holiday or bank holiday, the customer shall be entitled to settle the invoice on the following working day.

The contracting parties shall bear the bank charges incurred in their own countries. Any fee of an intermediary credit institution shall be borne by the supplier. The customer's payment obligation shall be deemed to be fulfilled on the day on which the amount is debited to its bank account. The customer shall not make any advance payment.

The agreed currency for invoicing, booking and payment is **EUR (Euro)**. The Supplier shall show separately the amount of tax payable in accordance with the Austrian Value Added Tax Act (UstG), unless there are intra-Community (EU) tax-exempt supplies.

5.6 Insofar as the invoice does not comply with the statutory provisions or provisions of the contract, the customer shall request in writing that the defect be remedied. In this case, the payment period provided for in the contract shall commence upon receipt of the correctly issued invoice.

5.7 If, at the time when payments are due, the customer has counterclaims against the supplier, the customer shall be entitled to set off or deduct its payment obligation to the supplier up to the amount of this counterclaim. The customer is also entitled to deduct a contractual penalty owed by the supplier from the purchase price.

5.8 If the party obliged to pay in accordance with the provisions of these GTCP does not settle the amount due for payment by the end of the payment period, it shall be in default. The defaulting party shall pay interest on the overdue amount at the rate of 5% per annum for the duration of the default, i.e. from the due date until the actual payment date. The defaulting party shall pay the accrued interest to the entitled party within 8 days of receipt of written notice to that effect from the entitled party.

6. Liability and warranty

6.1 The supplier warrants the products delivered in accordance with the agreed conditions. Unless otherwise agreed in writing, the duration of the warranty shall be 24 (twenty-four) months from receipt of the goods or provision of the services. Further statutory rights and claims for damages shall remain unaffected.

6.2 In accordance with the provisions of these GTCP, the Supplier expressly warrants that the Products at the time of performance: **(a)** comply with all applicable legal provisions as well as the state of the art, **(b)** are suitable for the agreed purpose or intended use, **(c)** are free from defects (including visible and hidden defects), **(d)** are free from third party claims and other third party rights, **and (e)** allow the transfer of title to the Customer.

6.3 If the Products do not comply with the agreed terms and/or the features described in the Order during the warranty period, the Supplier shall, upon receipt of notice from the Customer, immediately take one of the following measures at the Customer's discretion but at the Supplier's expense: **(a)** complete rectification of the defects, **(b)** replacement of the Products **or (c)** granting of a price reduction.

If within 7 working days after receipt of the notification by the customer, but at the latest within the period stated in the order, the defects are not remedied or the defective goods or (service) performance is not replaced by the supplier, the customer shall be entitled, after having informed the supplier in advance, to carry out the repair or replacement himself or to have it carried out by a third party at the supplier's expense. In the event of serious defects, the customer may also withdraw from the contract after setting a reasonable grace period.

6.4 The supplier shall be liable for all damage caused by defects or rectification of defects in the delivery and/or the service, as well as for disadvantages due to operational disruptions caused thereby, as well as for transport costs incurred in connection with the exchange of the defective goods for goods free of defects. The supplier shall be liable to compensate the customer for any penalties or fees imposed on the customer as a result of the goods delivered or services rendered by the supplier. The supplier shall be liable to the same extent for the fault of its vicarious agents.

The supplier undertakes to indemnify the customer against any liability towards third parties or liability claims by third parties arising from the manufacture, delivery or storage of the products (product liability)

and to reimburse the customer immediately for any payments made to third parties in settlement of justified claims.

7. Notification obligations of the supplier

During the term of this contract, the supplier is obliged to inform the customer immediately in writing if insolvency or cancellation proceedings are opened against its assets or if a voluntary dissolution is decided by a body authorized for this purpose, or if its solvency, for whatever reason, deteriorates to such an extent that the proper performance of the contract is thereby jeopardized.

During the term of this contract, the supplier is obliged to inform the customer immediately in writing if circumstances arise that jeopardize the timely fulfilment of the obligations set out in the contract or possibly lead to an unjustified increase in costs.

8. Duty of secrecy and confidentiality / data protection

- 8.1 The contracting parties agree that all data and facts, in particular - without being limited to - the fact of the existence of the contract and its contents, which come to the knowledge of one contracting party about the other party and its activities at any time and in any manner, including knowledge obtained in connection with the conclusion and execution of this contract, shall be deemed to be trade secrets (confidential information) and as such may not be disclosed to third parties or made accessible to third parties or used for purposes other than the execution of the contract.

This provision does not apply to the disclosure of information by the customer to third parties in connection with a supplier check (e.g. creditworthiness, supplier assessment), furthermore vis-à-vis assignees in the event of an assignment by the customer; as well as to information disclosed by a customer to third parties if the contract provides for the provision of financial guarantees and this information is necessary for the performance of the guarantee under this contract.

Furthermore, the duty of confidentiality does not apply to information that **(a)** is publicly known or - for other reasons not based on omission by the receiving party - subsequently becomes publicly known, **(b) was** already lawfully known to the recipient, **(c) was** lawfully brought to the recipient's attention by a third party or **(d) for** which there is a duty of disclosure by law or official order.

8. The Parties undertake to apply the Austrian Data Protection Act (DSG) and the EU General Data Protection Regulation (GDPR). Each contracting party shall use any personal data of the disclosing contracting party or data of third parties exclusively for the performance in accordance with the contract, as well as arrange for its subcontractors, if any, to do so. The disclosing contractual partner confirms that it is authorised to disclose personal data. If a contractual partner is to be classified as a commissioned processor in accordance with the applicable data protection provisions, the contractual partners shall conclude a contract on commissioned processing that meets all the requirements of the GDPR.

The parties undertake to store the personal data received using state-of-the-art security measures and to restrict access to this data to appropriately trained personnel subject to confidentiality. After complete fulfilment of the order, that contracting party shall be obliged to a reasonable extent to return or delete all personal data as well as all results of the processing of such data. The only exception to this repatriation or deletion is data which the contracting partner concerned is obliged or entitled to archive or process in accordance with the applicable data protection provisions.

9. Protection of good reputation

The parties are obliged to fulfil their contractual obligations in such a way that the good reputation of the respective other party does not suffer any damage as a result.

10. Contractual penalty

- 10.1 If the supplier breaches its contractual obligation through non-performance or poor performance or if it breaches the duty of confidentiality and secrecy (clause 8.1 GTCP), it undertakes to pay a contractual penalty irrespective of fault in the amount of 20% of the purchase price per breach. The payment of the contractual penalty does not release the supplier from its performance obligation or its obligation of secrecy and confidentiality.
- 10.2 In the event of supplier default, i.e. if the supplier does not fulfil its contractual obligations within an agreed period of time or at an agreed point in time, the supplier undertakes to pay a contractual penalty irrespective of fault (which shall not be deemed to be a penalty) in the amount of 1 % of the purchase price, but up to a maximum of 20 %, per commenced day of delay.
- 10.3 We expressly reserve the right to assert claims for damages in excess thereof. In the event of late payment of a contractual penalty, the provisions of clause 5.8 GTCP shall apply accordingly.

11. Termination of the contract

The customer is entitled to terminate a contract in whole or in part immediately or to withdraw from the order in the following cases:

- The supplier and/or persons acting for it or on its behalf violate the MOL Business Partner Code of Ethics, the HSE (Health, Safety & Environment) regulations or the provisions of item 9. GTCP, or
- the supplier does not deliver within the agreed period and the customer refuses to accept a late delivery, or
- repeated or serious breach of contractual obligations or the GTCP by the Supplier and/or persons acting for it or on its behalf, or
- opening of insolvency or liquidation proceedings against the assets of the supplier, or
- in the event of circumstances described in point 12 GTCP (force majeure).

In the event of termination with immediate effect by the customer, the parties shall settle and fulfil the services provided in accordance with the contract up to the date of termination and the contractual monetary equivalent (including any breach of contract and its consequences). The right of the customer to assert other rights under these GTCP or the right to claim damages shall remain unaffected.

Notice of termination shall be given in writing. In the event of an unsuccessful delivery attempt, the letter shall be deemed delivered no later than 10 (ten) days after the second dispatch.

12. Force majeure

It shall not be considered a breach of contract if the parties cannot fulfil their contractual obligations for reasons of force majeure. Force majeure is defined as unforeseeable events that cannot be overcome by human forces (e.g. war, strike, blockade, earthquake, floods, severe weather, floods, fire, terrorist act, epidemic or pandemic, etc.) that are not dependent on the parties and that constitute a direct obstacle to performance in accordance with the contract. In the event of force majeure, the obligation to deliver shall be suspended. The same applies to all unforeseen disruptions, events independent of our will (e.g. official measures, operational disruptions, shortage of raw materials of all types, failure of delivery routes, sources of supply).

The parties agree that contractual performance deadlines are automatically extended by the duration of the force majeure. Should the force majeure last more than 30 days, either party shall be entitled to withdraw from the affected contract in writing, without any claims on the part of the other party. Prior to such withdrawal, the parties are obliged to try to reach an agreement on the possible modification of the affected contract. If either party fails to make serious efforts to reach such an agreement, the right of withdrawal shall be immediate. In the event of failure to inform or delay in informing about an impending force majeure and about its occurrence, the party responsible for the information shall be liable for any disadvantages caused thereby, unless the party responsible for the information is not at fault. The parties are mutually entitled to demand information about the force majeure (e.g. evidence from independent organisations, professional associations).

13. Validity

Should individual provisions of these GTCP be or become legally invalid, this shall not affect the validity of the remaining provisions. In such a case, the parties shall agree on a legally and economically equivalent provision without delay.

Publication on the Customer's website shall be sufficient for the announcement of amendments to these GTCP. The supplier shall be informed of this in good time. The amended terms and conditions shall then apply to the supplier from the next order or the next delivery.

14. Applicable law and settlement of disputes

These GTCP shall be governed by Austrian law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as any referral standards shall not apply.

The Parties shall endeavour to settle any disputes arising in connection with this Agreement amicably. If an amicable settlement is not successful, the parties agree that the court with subject-matter jurisdiction for commercial matters shall have exclusive jurisdiction over all disputes arising from these General Terms and Conditions of Purchase and the contracts based on them, in particular in connection with their formation, termination, dissolution, invalidity and rescission, namely, if MOL Austria Handels GmbH is the customer, **Vienna shall** be the place of jurisdiction, if Roth Energie GmbH is the customer, **Graz shall** be the place of jurisdiction, or if both are joint customers, **Vienna shall** be the place of jurisdiction.

15. Other provisions

- 15.1 The supplier's terms and conditions or amendments or supplements to these GTCP require the customer's express written consent in order to be effective. The Supplier's terms and conditions shall not be recognized even if the Customer does not expressly object to them after receipt. Changes to the register entries, in particular company headquarters, address, legal representatives, furthermore bank account number or account-holding bank shall not be deemed to be a change to the contract. Such changes shall be notified by the affected party to the other party in writing within 10 days of occurrence (entry). At the customer's request, the supplier is also obliged to submit an original company register extract with the corresponding changes.
- 15.2 During the performance of the contract, the parties undertake to cooperate and will inform each other of all important data, facts and circumstances within their sphere of influence which could have an effect on the contract.
- 15.3 Upon payment of a due purchase price, the acquisition of intellectual property rights (e.g. patent, design, trademark, utility model, know-how, etc.) by the customer to the extent necessary for the free use of the goods and/or services covered by the order shall be settled. In this connection, the Customer shall be granted (if applicable) a simple free license for all goods or services supplied by the Supplier, including all plans and similar documents, drafts, drawings, constructions, technical processing and basic design. The supplier shall be liable for ensuring that third-party property rights are not infringed and shall indemnify and hold the customer harmless in this respect.
- 15.4 The Customer shall be entitled to transfer/assign all or part of a Contract or specific rights, obligations or claims therein to a third party, provided that the Supplier is notified thereof in advance. The Supplier shall only be entitled to transfer / assign a Contract or one or more specific parts thereof, or any rights, obligations or claims set out therein, in whole or in part to or for the benefit of a third party with the prior written consent of the Customer.
- 15.5 The Supplier is permitted to refer to a contractual relationship or to an existing cooperation with the Customer if the Customer has given its prior written consent to this. The Customer is entitled to revoke a previously given consent in writing at any time and without stating reasons.
- 15.6 The Supplier is obliged to comply with the Client's "**MOL Business Partner Code of Ethics**" and agrees to apply these standards in the performance of its contractual obligations. These rules can be found on the Customer's website or will be sent to the Supplier by e-mail upon its request.
- 15.7 The Supplier undertakes to comply with the relevant **HSE (Health, Safety & Environment) regulations of the** Customer applicable at the Customer's respective sites. The HSE regulations can be accessed on the Customer's homepage or will be sent to the Supplier by e-mail upon its request.
