

## GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase (hereinafter: "**GTCP**") together with the Purchase Order constitute the Contract for the supply of the Goods specified in the Purchase Order. For all issues not regulated in the other documents, which form an inseparable part of the Contract, the GTCP shall prevail. Should any discrepancy occur between the Purchase Order and these GTCP, the Purchase Order shall prevail.

These GTCP are issued by MOL Austria Handels GmbH, ROTH Heizöle Gesm.b.H., MOL Germany GmbH (hereinafter: "**MOL Austria**").

Date of issue of GTCP: 21.5.2012

Date of review of GTCP: 15.10.2014

The GTCP enter into force with effect from the date of issue.

### 1. Definitions

- 1.1 "**MOL Group**": means MOL Hungarian Oil and Gas Public Limited Company (seated: 1117 Budapest, Október huszonharmadika utca 18; hereinafter: "**MOL Plc**") and companies registered in Hungary or abroad where MOL Plc has direct or indirect share, independently from the extent of MOL Plc's share.
- 1.2 "**Goods**": mean the things specified in the Purchase Order (materials, goods, assets, products etc.) which the Supplier is obliged to hand over to the Customer in line with the Contract.
- 1.3 "**Parties**": mean Supplier and Customer altogether.
- 1.4 "**Customer**": means MOL Austria submitting the Purchase Order to Supplier in order to purchase the Goods.
- 1.5 "**Purchase Order**": means Customer's proposal for purchasing the Goods; should Supplier approve it without any modification or upon the confirmation of modifications approved by the Customer, contractual rights and obligations occur between the Parties.
- 1.6 "**Contract**": means the Purchase Order and these GTCP together, accepted by both Parties.
- 1.7 "**Purchase Price**": means the value of the Goods laid down in the Purchase Order, expressed in currency specified therein. The Purchase Price includes the costs fixed and detailed in the Purchase Order. If it is not specified otherwise in the Purchase Order, the Purchase Price includes the costs of packing, transport up to the place of performance, insurance, and all incidental charges and management expenses, including the costs of import licence, if any. Taxes (e.g. VAT) and other fees enforceable like taxes shall be indicated separately.
- 1.8 "**Supplier**": means the party who is obliged to supply the Goods to Customer in line with the Contract.
- 1.9 "**Way Bill**": means a document confirming the handover-takeover of the Goods; Supplier has to send it together with the Goods or hand it over together with the Goods in a number of copies and with a content specified by the Customer.

### 2 Methodology for determining the Purchase Price

- 2.1 The Supplier shall apply the same pricing principles, rules and methodology for determining the Purchase Price of the Goods in case of all Purchase Orders falling under the effect of these GTCP.

- 2.2 Upon request of Customer, Supplier is obliged to present in writing the applied pricing detailed in line with the exact technical content so Customer can be able to check the fulfilment of the requirement set forth in Clause 2.1. The specification of the applied pricing shall include the following data, as appropriate:
- unit price, value; expressed in net amount + VAT;
  - separately charged costs of transport-loading and other costs, if any, expressed in net amount + VAT.

### **3. Acknowledgement (acceptance) of Purchase Order**

- 3.1 The Customer places the Purchase Order for the delivery of Goods on the basis of the offer (as per Clause 2.2). The Supplier accepts the Purchase Order and the GTCP in writing by a duly signed confirmation within 5 business days following the receipt of the Purchase Order, or within the period of time specified by the Customer in the Purchase Order.
- 3.2 Parties also consider the Purchase Order and the GTCP accepted if the Supplier does not confirm the Purchase Order within the period of time specified above, but it supplies the Goods specified in the Purchase Order.
- 3.3 The Purchase Order shall include the following data as a minimum:
- Number and date of the Purchase Order,
  - Main data of the Parties (denomination of the Supplier and its contact details, denomination of the Customer, name and contact details of the person who created the Purchase Order),
  - Denomination and quantity of the Goods,
  - Place of performance,
  - Date of performance,
  - Purchase Price,
  - Denomination of the receiver of the invoice,
  - Address for receiving the invoice, if it is other than for the receiver of the invoice.
- 3.4 The Customer excludes any liability with regard to placement or modification of any Purchase Order for the Goods originating from a person other than its duly authorised representative.

### **4. Performance**

- 4.1 In exchange for the Purchase Price, the Supplier is obliged - with the reasonably expected professional competence and care - to deliver the Goods in a volume, quality and type specified in the Purchase Order to the Customer at the time, place and under the conditions specified therein, acknowledge these conditions as binding (including all related additions, modifications, specification and other documentation referred to in the Purchase Order). Simultaneously with the handing over of Goods, the Supplier is obliged to hand over the works test certificate of the Goods, protocols, manufacturer's certificates, and all information required for using the Goods according to purpose and for the maintenance and repair of the Goods (e.g. instructions for operation).  
In the document accompanying the Goods (material, assets etc.), the Supplier is obliged to indicate the weight and volume per unit, customs tariff number and EAN code of the delivered Goods.
- 4.2 Supplier shall supply the Goods in packing specified in the rules of law or the Purchase Order, or other suitable packing that ensures the integrity of the Goods during the whole period of loading and unloading and transportation. Customer's purchase order number and delivery address should be indicated on each package and document. Supplier is obliged to forward every package accompanied with a detailed packing list.
- 4.3 The delivery deadline means the final date set forth in the accepted Purchase Order by which the Supplier shall offer the Goods for takeover to the Customer at the place of performance. The Supplier is entitled to advance delivery only if its request for the advance delivery has been accepted by the Customer in writing.  
By sending detailed information on the Goods and their dispatch, the Supplier is obliged to notify the Customer via fax and/or in electronic way at the time set forth in the Purchase Order.

- 4.4 Prior to the acceptance of delivery, the Customer is entitled to check the volume and quality of the Goods item by item or by spot check.
- 4.5 The title of ownership, the right of disposition and the risk related the Goods are transferred to the Customer after the hand-over/take-over of the Goods on the place of performance. In the course of transportation to the place of delivery by the Supplier, the risk arising from the loss of the Goods should be borne by the Supplier.
- 4.6 The Supplier shall make available to the Customer the information required for the registration in accordance with the European Community Regulation 1907/2006 regarding the registration, evaluation, authorisation and restriction of chemicals ("REACH") and, if already registered, the respective registration confirmations. This shall also apply to information and/or registration confirmations regarding the Council Directive 67/548/EEC on the approximation of laws, regulations and administrative provisions relating to the classification, packaging and labelling of dangerous substances ("Directive 67/548/EEC"). The Supplier shall comply with its duties and obligations under REACH and/or Directive 67/548/EEC. The Supplier shall procure that its (sub-)suppliers and all other suppliers of the supply chain, including the original producer, are being bound in accordance with this clause.
- 4.7 The Supplier undertakes to label all products in accordance with the regulations, if it possesses characteristics of relevance to safety or the environment. Furthermore it is within the sole responsibility of the supplier to assure full compliance of all delivered products and services with Austrian laws and legal requirements related to those products and services.

The valid version of the relevant safety data sheets in German language must be enclosed with all deliveries.

## **5. Payment terms**

- 5.1 In case the obligations specified in the Contract are performed in accordance with the Contract, Supplier is entitled to issue an invoice.

Supplier is only entitled to submit its invoice for deliveries completed without actual volume and quality defects, properly confirmed by the Customer. The Purchase Order SAP/SRM number should always be indicated in the invoice submitted. In lack of these data, the invoice shall be regarded as faulty in terms of form and the Customer shall have the right to return it without settling.

- 5.2 Supplier is obliged to submit one (1) copy of the invoice issued for Customer together with the document certifying the verification of performance to the address of Customer assigned for receiving invoices without delay, but not later than within five (5) days from the date of delivery.

Customer considers only invoices sent by mail to the specified address as submitted.

- 5.3 Supplier is obliged to make out its invoice in conformity with the form, content and arithmetical requirements set forth in applicable legal regulations and the Contract. To verify performance, the Way Bill confirmed by the Customer should always be attached to the invoice. The Way Bill shall also contain the unit prices that may not be higher than those specified in the Purchase Order.

- 5.4 The payment of the invoice may not be construed as a waiver from any of Customer's right arising from the Contract or rules of law.

- 5.5 In all cases, the Supplier is obliged to indicate its bank account number, the name of its main bank and its tax registration number on the invoices issued. Assignment (transfer to other bank account number), factoring, forfeiting may only be applied based on a separate agreement concluded with the Customer.

- 5.6 The Customer is entitled to withhold the amount of penalty to be paid by the Supplier from the Purchase Price.

- 5.7 The Customer should settle the value of the invoice via bank transfer the latest on the 30<sup>th</sup> day upon receipt of such invoice at the place specified in the Purchase Order, if such invoice fully meets the legal requirements effective from time to time. If such day is a holiday or bank holiday, the Customer is entitled

to settle the payment on the next working day.

Both contracting Parties shall incur the banking costs arising in their own countries. The eventually arising mediator bank commission shall be paid by the beneficiary.

The currency for invoicing, accounting and payment shall be: EUR (Euro)

Supplier is obliged to indicate the amount of tax payable specified pursuant to Article 11 of the Austrian Value Added Tax Act 1994 (UStG).

Payment obligation of the Customer is considered to be settled by the day his bank account is debited.

Customer does not effect any advance payment.

- 5.8 If the invoice fails to comply with the provisions of the Contract, or other provisions of the Contract being prerequisites of payment are not satisfied, the Customer should, in writing, call for rectifying the defects. In this case, the date of payment provided for under the Contract will start on the date of the receipt of the correctly issued invoice.
- 5.9 In case there is any obligation arising after a deadline by the Supplier towards Customer, the Customer is entitled to set off the amount of matured liability to any of its payment obligations towards Supplier originating from the Contract or other legal relationship and to inform the Supplier on this act at the same time.
- 5.10 If the party obliged to pay as per the provisions of the Contract fails to settle the amount payable pursuant to the Contract by the due payment deadline thereof, it will be at default. The party in delay shall pay a default interest on the overdue amount for the period of the delay i.e. from the due date up to the date of actual payment the rate of which is 1 month EURIBOR valid on the first workday of the month when the party falls in delay and quoted on such workday displayed on Reuters Monitor Money Rate Service on the page "EURIBOR".

The party in default is obliged to pay to the entitled party the accumulated overdue interest within 8 days from the receipt of the written notice sent by the entitled party. The amount of the overdue interest is calculated considering a 360 days year based on the days actually spent.

The payment of overdue interest has to be effected in the currency specified as the basis of overdue interest to be paid in the payment terms of the Contract.

- 5.11 In case of all other set-offs Parties shall agree separately upon its rate and mode.

## **6. Guarantee and warranty**

- 6.1 The Supplier has to provide warranty (*Gewährleistung*) for the Goods delivered as per the provisions of the Contract. The duration of the warranty shall be at least 24 months and not longer than 36 months from the receipt of the Goods. Further legal rights and claims for compensation remain unaffected.
- 6.2 As per the above provisions Supplier expressly guarantees and warrants that the performance is in conformity with the Contract, i.e. provides that upon performance the Goods:
- (a) are in conformity with the conditions set forth in the Purchase Order, rules of law (including the legal regulations on product liability) and authority regulations;
  - (b) are fit for the purpose(s) they were produced and sold for, the purpose the Customer intends to use it for, including the special purposes the Supplier is or should be aware of;
  - (c) are free of defects (including visible and latent deficiencies);
  - (d) are free of third party claims or rights of any kind;
  - (e) are transferred into ownership on legitimate title.
- 6.3 If the Goods fail to conform to the provisions set forth in Clause 4 and/or to the attributes described in the Purchase Order during the period of guarantee and warranty, immediately upon receipt of the Customer's notice, the Supplier is obliged to perform one of the following remedies, upon the discretion of the

Customer, at Supplier's expense:

- (a) rectifying the deficiencies in full; or
- (b) replacing the Goods; or
- (c) granting a price discount to the Customer.

If, within 7 business days following the receipt of the Customer's notice, but not later than within the period specified in the Purchase Order, the Supplier fails to rectify deficiencies or to replace the defective or non-conforming Goods, the Customer is, with a prior notice sent to the Supplier, entitled to perform the repair or replacement or have the same performed by third party at the Supplier's expense, unless otherwise provided by the Customer in the Purchase Order.

- 6.4 The Supplier should be liable for compensation with regard to third party claims lodged against the Customer due to the infringement of any warranty rights or related thereto.

## **7. Disclosure obligations of the Supplier**

- 7.1 During the term of the Contract, the Supplier is obliged to immediately notify the Customer in writing, if bankruptcy or liquidation proceedings were initiated against it, or its competent organ decides on voluntary dissolution, or its solvency, due to any reasons, deteriorates to an extent that it jeopardises the correct performance of the Contract.

- 7.2 During the term of the Contract, the Supplier is obliged to immediately notify the Customer, in writing, of all circumstances that jeopardises timely fulfilment of the obligations set forth in the Contract or could potentially cause unjustifiable increase in costs.

## **8. Non-disclosure and confidentiality clause**

The contracting 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 including but not limited to 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 disclosure of information by the Customer to third parties providing finance-accounting services or additional financial or claim recovery services to the Customer upon contract, and to the assignee in case of assignment by Customer in respect of the information necessary to execute and perform the assignment, furthermore the information provided by a Customer to a third party if the Contract specifies the providing of financial guarantee and the information is necessary for the agreement to be executed and performed concerning this guarantee. Additionally, this provision does not regard to those companies that are considered as MOL Group members by the internal policy of the Customer. The fulfilment of the confidentiality obligation of MOL Group members is guaranteed by the Customer.

The obligation of non-disclosure shall not apply to information which:

- (a) 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
- (b) was provably in the possession of the receiving party prior to the effective date of the Contract, or
- (c) 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
- (d) 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.

## **9. Protection of reputation**

The Supplier is obliged to fulfil its contractual obligations in a way so that the Customer's reputation is not damaged. The Parties are obliged to protect the other party's reputation vis-à-vis third parties.

## 10. Penalties

- 10.1 A) If, due to any reasons, obligations deriving from the Contract are not fulfilled within the time period set out in the Contract (hereinafter referred to as late delivery), the Supplier shall pay a compensation for delay, as follows:  
The compensation for each day of delay commenced equals to 1% of the Purchase Price of the ordered Goods (hereinafter: "**base of penalty**"), but not exceeding 20% of the base of penalty.  
If the Supplier delivers with delay, it shall be liable for setting additional term of performance in agreement with the Customer.  
Failure to deliver under the additional term of performance shall be considered as a non-performance of the Contract, but it shall not release the Supplier from the obligation to pay penalty for late delivery.
- B) If, due to any reasons, the Supplier fails to deliver in the time set out in the Contract and no additional term of performance is set in agreement with the Customer, or the additional term of performance set for delivery is not met, the Contract shall be considered as non-fulfilled. In case of non-performance, the Supplier shall pay a compensation that equals to 20% of the base of penalty.  
In case of non-performance, the Supplier shall have no right to claim any Purchase Price for parts of the Contract affected by such non-performance.
- C) If, due to any reasons, performance of the Supplier is not in conformity with the Contract (excluding stipulations of Sections A and B), the Supplier shall pay compensation that equals to the monetary consideration for the contractual obligations in the Contract affected by faulty performance – if it is not possible to determine this amount, it is 20% of the base of penalty.
- D) Should the Supplier be reasonably able to foresee that its performance will not be in conformity with the Contract (late or faulty delivery or non-delivery), and fails to communicate it to the Customer, the Customer shall be entitled to claim a compensation amount for this failure that equals to 20 % of the base of penalty.  
In addition, the Supplier shall pay penalty imposed on the grounds of late delivery, performance not in conformity with the Contract or non-performance.
- E) If Supplier violates its non-disclosure obligations set out in the Contract, it shall pay compensation that equals to 20 % of the base of penalty.
- 10.2 The Customer is entitled to claim compensation for damage exceeding the contractual penalty. The Customer shall submit the compensation amount in a separate letter and the Supplier shall pay the same, via bank transfer, within 15 days following receipt.
- 10.3 Due date of the penalty shall be:
- (a) in case of late delivery (delay), when the delay is eliminated, the additional deadline is expired, or the amount of penalty reached the highest amount payable,
  - (b) in case of non-performance when the deadline set for the unsuccessful performance expired,
  - (c) in case of performance not in conformity with the Contract, on the day when the additional deadline undertaken for the correction expires,
  - (d) in case of failure of communication on the day of acknowledgement of such fact by Customer,
  - (e) on the day the non-disclosure obligation is violated.

In case of delayed payment of the penalty the provisions of Clause 5.10 shall apply when applicable.

## 11. Termination of the Contract

If any of the events mentioned in this point occurs Customer - unless the nature of the Contract or service does not exclude and the service already received can be returned in its total value - is entitled to cancel the Contract with immediate effect without any liability for indemnification thereof, or in other case to terminate the Contract with immediate effect:

- (a) Supplier and/or any person acting on behalf or as a representative of the same materially violates the provisions of the Code of Ethics of MOL Group, or

- (b) Supplier and/or any person acting on behalf or as a representative of the same violates the provisions of the HSE Regulations (working-, fire-, environment protection, traffic etc. rules) in effect within the territory of Customer, or
- (c) Supplier violates its non-disclosure obligations undertaken in the Contract, or
- (d) statement or behaviour/action of the Supplier damages Customer's reputation, business trustworthiness, or
- (e) Supplier fails to deliver in the time set out in the Contract and Customer has no further interest in accepting late delivery, or
- (f) Supplier repeatedly or materially violates its contractual obligations not referred to in the above, or,
- (g) Supplier is insolvent, bankruptcy or liquidation proceeding has been initiated against Supplier.

In case of termination with immediate effect (cancellation) by Customer, the Parties shall settle with one another the service provided until the day of termination (cancellation) and its contractual monetary countervalue - including the breach of Contract and its consequences.

In case of termination with immediate effect (cancellation) Customer reserves the right to enforce its rights arising from breach of Contract, including the right of being indemnified.

The document containing the termination or cancellation shall be delivered to Supplier personally or by registered mail with acknowledgement of receipt. In case Supplier does not receive the registered letter with acknowledgement of receipt containing the termination (cancellation), the delivery – controlling the correctness of the address in meantime – shall be attempted again. In the case of unsuccessful repeated delivery the letter shall be considered as delivered at the latest after 10 (ten) days following the repeated posting.

## **12. Impossibility in the lack of Parties' responsibility**

In case the performance becomes impossible for a reason that does not fall under the responsibility of either of the Parties the Contract will not be terminated automatically. The party obtaining knowledge of the cause is obliged to inform the other party immediately in writing with the description of the essence of the cause and conditions and to initiate negotiation to be started within 8 days. Parties shall complete negotiations within 10 days.

Unless otherwise agreed by the Parties in writing, contractual deadlines shall be extended in proportion to the interval needed for the rational defending of the cause of impossibility.

If the period of the existence or defending of the cause of the impossibility is expected to exceed 30 days and the negotiations are not successful, the Contract is terminated on the next calendar day.

If the negotiations end up with a result that excludes the Contract to stay in effect, Parties shall, if necessary, settle accounts with one another without delay, in accordance with the rules applicable to the subsequent impossibility.

Upon request of the other contracting party the affected party shall present the adequate certification on the fact of the impossibility beyond its responsibility issued by authorities or interest representation organization.

The contracting Parties shall, without any delay, notify one another of the threat or the occurrence of any impossibility situation and its expected duration. Damages deriving from late notification of the threat or the occurrence of impossibility shall be borne by the party being in default, even if nobody is responsible for the impossibility of the performance, or the other party is responsible for it.

## **13. Validity and indivisibility**

Should any court or authority regard any provisions of the Contract to be invalid, the invalidity or non-enforceability of the given provision does not influence any other provisions of the Contract and these should continue to remain effective.

## **14. Effect of the Contract**

The Contract will enter into effect by the acknowledgement of the Purchase Order as per the provisions of this GTCP and will remain effective until the contractual performance.

## **15. Governing Law**

Issues not specifically regulated by the Contract shall be governed by the provisions of the Austrian Law without reference to or application of any conflict of law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Contract.

## **16. Settlement of disputes**

The Parties shall strive for setting amicably all disputes associated with the Contract.

In the absence of an agreement being reached amicably, the Parties shall refer the dispute to the exclusive competence of the Commercial Court in Vienna.

## **17. Other provisions**

17.1 If a separate written agreement is concluded between the Parties on the application of Purchase Orders bearing electronic signature, provisions of this separate agreement will amend the relevant provisions of the present GTCP, as applicable.

17.2 The Contract - with the exception of the provisions of the GTCP - can only be amended in writing, based on mutual consent of the Parties. Change of company registration data, in particular, registered seat, representative, bank account number, account-holder bank, including change of organisation responsible for the conclusion and performance of the Contract, or contact details should not qualify as amendment of the Contract.

Such changes shall be communicated by the affected party to the other party in a duly signed official letter within 10 days following the occurrence (registration) thereof. If so requested by the Customer, the Supplier is also obliged to send the original company extract issued by the Court of Registration that contains the changes, while in the case of change in company name, the registration order should also be sent.

17.3 During performance of the Contract, the Parties should be obliged to co-operate with one another, within the framework of which they are bound to immediately notify each another of all significant data, factors and circumstances arising within their sphere of interest that have an impact on the Contract.

17.4 The Customer is entitled to transfer/assign the Contract in whole or in part or specific rights, obligations or claims set out in the Contract to a third party, provided that prior notice is given to the Supplier. By the acceptance of the Purchase Order, the Supplier irrevocably approves any such transfer/assignment.

The Supplier is only entitled to transfer/assign the Contract or its specific part(s), in whole or in part, specific rights, obligations or claims set forth therein to a third party or charge it in favour of a third party based on the prior written consent of the Customer.

17.5 The Supplier undertakes the obligation to subject itself to the qualification procedure applicable to suppliers prescribed by the Customer's quality management qualification system, and to fulfil the data supply obligations associated therewith within deadline, accurately and correctly.

17.6 The Supplier may only be entitled to make any reference to the Contract and its collaboration established with the Customer upon the Customer's prior and express consent in writing. The Customer is entitled to revoke its previous consent in writing at any time, without disclosing the reasons thereof.

17.7 The Supplier is obliged to become acquainted with the Code of Ethics of MOL Group via webpage named in the Purchase Order and agrees to apply it during the performance of the Contract.

17.8 The Supplier is obliged to study and to become acquainted with all the provisions of the GTCP enclosed to the Purchase Order, to interpret and comprehend the contents, provisions, and the legal consequences thereof. If, based on the Purchase Order (with confirmation of the Purchase Order, or

without confirmation as described in Clause 3.2), the Supplier supplies the Goods specified in the Purchase Order to the Customer, by delivering the Goods, the Supplier acknowledges and declares that it has become acquainted with the GTCP and expressly accept it as binding. The Parties consider the wording of the GTCP unambiguous and comprehensible. They also acknowledge that provisions of the GTCP do not violate the consequences of good faith, they consider the provisions set forth therein appropriate.