

General terms and conditions of supply for fuel, technical gasoline, heavy petroleum products and other refined products (except oils and lubricants)

PREAMBLE

- A. The subject of business of ORLEN Unipetrol Slovakia s. r. o., with registered office Kalinčiakova 14083/33A, 831 04 Bratislava, ID number: 35 777 087, registered in the commercial register of the Municipal Court Bratislava III, section Sro, insert no. 20665/B ("**seller**") is, among other things, a trade in petroleum products, consulting service and customer service.
- B. To ensure the requirements and needs of the buyers, the seller issues these "General terms and conditions of supply for fuel, technical gasoline, heavy petroleum products and other refined products (except oils and lubricants)" ("**GTC**"), which specify the terms of the mutual legal relationship between the seller and by the buyer established by the framework purchase agreement concluded between the seller and the buyer ("**framework purchase agreement**") and specify the conditions for the execution of the transaction, and which govern the legal relations between the seller and each natural person or legal entity that is a buyer according to these GTC.
- C. These GTC regulate the delivery conditions for fuel, technical gasoline, heavy petroleum products and other refined products (except oils and lubricants). For the avoidance of doubt, it is stated that these GTC do not regulate the terms of supply for oils and lubricants, while the terms of supply of oils and lubricants are regulated by the (separate) "General Terms and Conditions of Supply for Oils and Lubricants" of the seller.
- D. The legal relations between the seller and the buyer are governed by the framework purchase agreement, these GTC and, unless otherwise regulated by these documents, are governed by the generally binding legal regulations of the Slovak Republic, especially Act No. 513/1991 Coll. Commercial Code ("**Commercial Code**"). The seller and the buyer can adjust their rights and obligations differently from the provisions of these GTC in the framework purchase agreement, the individual purchase agreement concluded on its basis, or in other agreements validly concluded between them. In the event of a conflict between the agreements so concluded by the parties, the modification of the later agreement shall always apply. Changes in the GTC during the duration of the contractual relationship between the participants do not affect the rights regulated differently by the purchase agreement, individual purchase agreement and other agreements, even if the changes in the GTC were made later.

1 PRODUCT ORDER

- 1.1 The order of goods must contain at least the following data: identification data of the buyer in the scope of business name, seat, ID number, in the case of a legal entity, or first and last name, permanent residence, date of birth, ID number, in the case of a natural person, VAT ID number (if the buyer is a VAT payer), type of goods, quantity of goods, required time schedule for delivery of goods (if agreed in the framework purchase agreement), place of delivery of the goods, the name and surname of the person authorized to handle the order of goods in the name and on behalf of the buyer, together with his signature. The buyer sends the goods orders to the seller on the form according to Appendix 2 of the framework purchase agreement, by e-mail to the addresses of the seller's contact persons listed in Appendix 3 of the framework purchase agreement.
- 1.2 Upon confirmation (acceptance) of the order by the seller, an individual purchase agreement is concluded between the seller and the buyer. The seller will confirm the buyer's order via e-mail or by actually fulfilling the order, by delivering the goods to the buyer. The order binds the seller only after he has accepted it in the manner indicated in this paragraph or agreed in the framework purchase agreement. The confirmed order is binding for the buyer.
- 1.3 In the event that the seller or the seller's contracted carrier provides the transport of the goods to the buyer, the buyer is obliged:
 - (a) deliver the order to the seller no later than 1:00 p.m. on the business day that precedes the business day of execution of the order;
 - (b) orders for goods for Saturday, Sunday and Monday must always be delivered to the seller no later than the immediately preceding Friday, no later than 1:00 p.m.

- (c) in the case of national holidays, orders must always be delivered to the seller on the last working day before the national holiday/s, no later than 1:00 p.m., namely orders that are to be implemented during the national holiday and at the same time orders that are to be implemented in the first working day following the national holiday/s.

1.4 In the event that the transport of the goods is provided by the buyer himself or by the buyer's contracted carrier, the buyer is obliged to:

- (a) deliver the order to the seller no later than 2:00 p.m. of the working day preceding the working day of order execution;
- (b) orders for Saturday, Sunday and Monday must be delivered to the seller no later than the immediately preceding Friday, no later than 2:00 p.m.;
- (c) in the case of national holidays, orders must always be delivered to the seller on the last working day before the national holiday/s by 2:00 p.m. at the latest, including orders that are to be fulfilled during a national holiday and also orders that are to be fulfilled on the first working day the day following the national holiday/s.

In the event that by 2 p.m. on the previous day of order execution, the buyer's current credit limit will not be sufficient to release his orders for goods for the following period, the seller reserves the right not to confirm the buyer's order, which the seller will inform him of at the latest by 3:00 p.m. same day by email.

1.5 The minimum amount of one type of fuel that the buyer is allowed to order from the seller in the case of delivery of fuel by the seller's road tanker or by the road tanker of the seller's contractual carrier is 5 000 litres.

1.6 Unless otherwise agreed between the seller and the buyer, the seller shall deliver and the buyer shall take delivery of the agreed annual volume of goods in regular monthly aliquots of one-twelfth (1/12th) of the agreed annual volume ("**Monthly Aliquot Quantity**"). The Monthly Aliquot Quantity shall be delivered by the seller and taken by the buyer in individual deliveries or withdrawals spread evenly over the decades of a given calendar month. The seller does not guarantee the possibility of taking over more than 40% of the Monthly Aliquot Quantity of the goods in the respective monthly decade, after taking into account the quantity tolerance agreed in the framework purchase agreement. For the purposes of this paragraph, a monthly decade shall be (a) the first decade - always the 1st to the 10th day of the relevant calendar month, (b) the second decade - always the 11th to the 20th day of the relevant calendar month, (c) the third decade - always the 21st to the last day of the relevant calendar month.

1.7 The contact details of the persons authorized to process the goods orders for the seller and the buyer or the e-mail address of the buyer, from which the goods orders will be sent to the buyer, are listed in Appendix 3 of the framework purchase agreement. The buyer declares that he is authorized to provide the seller with the personal data of persons authorized to handle orders for goods according to the purchase agreement and these GTC, as well as drivers according to paragraph 1.9, in accordance with the provisions of § 78 par. 3 of Act No. 18/2018 Coll. on the protection of personal data as amended, or on another legal basis in accordance with the relevant generally binding legal regulations governing the protection of personal data.

1.8 The buyer is obliged to compensate/pay the seller all and any authorized costs incurred due to changes to the buyer's order (accepted by the seller), based on the invoice submitted by the seller together with documents proving the amount of such expenses.

1.9 The buyer is obliged to submit to the seller, before starting the collection of the goods with its own road tankers or the road tankers of its contracted carrier, a written list of vehicles, names and surnames of drivers, or identification data of forwarding companies authorized to collect the goods. In the event of a change in authorization, the buyer is obliged to immediately notify the seller in writing. The seller is not responsible for any damage caused to the buyer by the collection of goods by a company or technique that was not selected by the buyer from the list of authorized companies.

1.10 The buyer is obliged to submit to the seller, before starting the collection of the goods, a photocopy of the permit for the distribution of mineral oil, the permit for the sale of mineral oil or the certificate of inclusion in the register of fuel consumers issued by the relevant customs office in accordance with the provisions of § 25b of Act no. 98/2004 Coll. on excise duty on mineral oil as amended. At the request of the seller, the buyer is obliged to submit the originals of the documents mentioned in this paragraph to the seller for inspection before starting the collection of the goods.

2 PAYMENT CONDITIONS

2.1 The basic payment terms are governed by the framework purchase agreement.

2.2 The date of dispatch of the goods means the date of handover of the goods by the seller to the buyer.

- 2.3 The seller is obliged to issue an invoice after the delivery of the goods, while the day of delivery of the goods to the buyer (unpacking) is also the day of taxable performance in accordance with the provisions of Act no. 222/2004 Coll. on value added tax as amended. The seller delivers the invoice to the buyer. The parties agreed on daily invoicing.
- 2.4 The invoice must contain: invoice designation and its serial number, business name (name and surname), registered office (residential address) and VAT number of the seller and buyer, quantity and type of delivered goods, order number, date of fulfillment, date of issue of the invoice and due date, price per unit quantity of goods and other price details, tax base, applied tax rate, tax amount, total invoiced amount, designation of the financial institution and the account number to which the payment is to be made.
- 2.5 The due date of the invoice is 30 days, unless otherwise agreed in the framework purchase agreement, and is calculated from the day it is issued by the seller. If the due date is calculated based on a non-working day or holiday, the due date is set for the next following working day. The date of payment is understood as the date when the seller's funds are credited to the seller's bank account indicated on the relevant invoice.
- 2.6 In the event of a difference between the invoiced amount and the agreed purchase price of the goods according to the framework purchase agreement, the buyer is obliged to immediately notify the seller of the difference. The seller is obliged to check conflicting facts within five days and, in justified cases, issue a new invoice with a new due date. The buyer is not in arrears with the payment of the purchase price of the goods, until the seller checks the validity of the invoiced amount of the purchase price of the goods and issues a new invoice with a new due date, while the seller issues a tax credit for the original invoice. The buyer returns the faulty invoice to the seller. The seller can propose another procedure leading to the settlement of the identified discrepancy without undue delay.
- 2.7 The buyer is obliged to indicate on the document by which he gives the bank the order for payment of the purchase price the relevant identification data (variable symbol - invoice number and constant symbol) so that the seller can identify the relevant payment.
- 2.8 If the buyer is in arrears with the payment of the purchase price agreed in the purchase agreement, he is obliged to pay the seller interest due to the delay in the amount of 0.05% of the owed amount for each day of delay, unless otherwise agreed in the framework purchase agreement. The contracting parties also agreed that if the buyer is in arrears with the payment of the purchase price of the goods for more than 28 calendar days, the buyer is obliged to pay the seller a contractual penalty in the amount of 0.1% of the total purchase price of the goods for each day of delay.
- 2.9 If the buyer defaults in the payment of any monetary obligations to the seller arising under this framework purchase agreement and the relevant individual purchase agreement, the seller shall be entitled with immediate effect to withhold performance of its obligations under the framework purchase agreement and the relevant individual purchase agreement (in particular, to cease delivery of the goods), provided that such withholding shall not constitute a breach of the framework purchase agreement or the relevant individual purchase agreement and the seller shall not be liable for any damages resulting therefrom.
- 2.10 In the event that the delivery of goods to the buyer is provided by the seller or the seller's contracted carrier and the buyer has an insufficient credit limit no later than one working day before the planned shipment of the goods by 1:00 p.m., the seller has the right not to execute the buyer's order, even if it has already been confirmed by the seller. In such a case, the seller is not in arrears with the fulfillment of his obligations according to the framework purchase agreement, or of the respective individual purchase agreement.
- 2.11 In the event that the buyer or the buyer's contracted carrier arranges for delivery of the goods and the buyer has insufficient credit limit no later than 2:00 p.m. on the day of the scheduled shipment of the goods, the seller shall have the right not to fulfill the buyer's order, even if it has already been confirmed by the seller. In such a case, the seller shall not be in arrears of its obligations under the framework purchase agreement or the respective individual purchase agreement.
- 2.12 The credit limit is the maximum amount of the seller's outstanding receivables (both due and undue) against the buyer for payment of the purchase price of goods supplied by the seller to the buyer under the framework purchase agreement.

3 SECURING THE BUYER'S OBLIGATIONS

- 3.1 The seller is not obliged to perform/is entitled to refuse performance, unless the buyer, at his request, does not provide adequate security for the fulfillment of his obligations, in particular, security for the payment of current receivables and receivables arising from the performance of deliveries according to the concluded framework purchase agreement, or respective individual purchase agreements. This provision applies in the event that the

buyer is in arrears with the payment of his due obligations towards the seller arising from the title of the concluded framework purchase agreement or from another title.

- 3.2 If the buyer is in arrears in the performance of its obligations under the framework purchase agreement, the seller shall have the right to deny the buyer the performance of its obligations under the framework purchase agreement. The seller shall not be in arrears in such a case and such action by the seller shall not give rise to a right of the buyer to withdraw from the framework purchase agreement.

4 TRANSFER OF RIGHTS

- 4.1 The transfer of the risk of damage to the goods and other relevant terms and conditions of delivery of the goods shall be governed by the INCOTERMS 2020 International Commercial Terms and Conditions, unless otherwise agreed in the framework purchase agreement or the respective individual purchase agreement. The timing of the transfer of title to the goods from the seller to the buyer shall be agreed by the parties in the framework purchase agreement.

5 PRODUCT QUALITY

- 5.1 Unless otherwise agreed in the framework purchase agreement or in the respective individual purchase agreement, the seller is obliged to deliver the goods to the buyer in the quality according to the relevant provisions of EN and STN for the delivery of the required type of goods. Certification of the quality of the goods shall be made by marking the goods with the relevant quality standard on the bill of lading or on a document marked as Quality Certificate. The certificate certifying the quality of the goods shall be sent by the seller to the buyer together with the railway tanker or at the latest within 3 days from the date of delivery of the goods. In the case of dispatch of goods by road tanker, the Certificate of Quality shall be issued to the driver of the road tanker.

6 PRODUCT DEFECTS, WARRANTY CLAIMS

- 6.1 Liability for defects in goods, as well as the rights and obligations arising therefrom, are governed by the laws in force in the Slovak Republic, in particular the Commercial Code, as well as these GTC.
- 6.2 The seller is liable for defects in the goods which the goods had at the time of the transfer of the risk of damage to the goods to the buyer. The seller shall not be liable for defects in the goods which occur after the risk of damage to the goods has passed as a result of transport, external interference and influences, interference by third parties or other facts and circumstances for which the Seller is not responsible.
- 6.3 The buyer is obliged to inspect the goods or check the quality of the goods immediately after the risk of damage to the goods has passed to the buyer. The buyer is obliged to notify the seller of any defects in the goods delivered within 7 days after the buyer has ascertained, on the basis of the inspection pursuant to the preceding sentence, that the goods have been delivered to the buyer which are defective, in particular if the goods delivered do not comply with the relevant legal regulations and technical standards.
- 6.4 The claimed goods must be kept in their original packaging until the seller's decision on the validity of the claim. The original packaging is understood as the seller's warehouse or tank (road tanker, railway tanker) of the seller. The seller is not responsible for defects in goods outside the original packaging, and the quality of goods outside the original packaging cannot be claimed.
- 6.5 The buyer is obliged to state in the written notification of defects (complaint) to the seller:
- (a) the defective goods, indicating at least the type and quantity of the defective goods,
 - (b) place where the goods are located,
 - (c) description of the defect (how the defect is shown),
 - (d) telephone contact of the authorized person with whom the seller will communicate for the purposes of elimination of the defects.
- 6.6 The following buyer's rights resulting from the product defects cease to exist:
- (a) those that were not announced by the buyer to the seller in accordance with these GTC,
 - (b) which were not detected by the buyer, and which were detectable by the exercise of professional care, because the buyer failed to inspect the goods when taking delivery of the goods/transferring the risk of damage to the goods to the buyer, or failed to carry out the inspection with professional care,

- (c) which were discovered by the buyer later than specified in these GTC, despite the fact that they were discoverable with the exercise of professional care, i.e. when inspecting the goods, which the buyer is obliged to carry out.
- 6.7 The seller is obliged to decide on the legitimacy of the buyer's claim within 5 working days from the receipt of the notification about the defect of the goods or, if it is not possible to decide on the validity of the claim without inspecting the goods, to arrange an inspection of the goods within this period.
- 6.8 The buyer shall provide the seller with full cooperation in order to inspect the claimed goods. If the complaint is justified, the seller shall also determine the time limit and the method of elimination of the defect within the time allowed for the decision on the legitimacy of the complaint according to these GTC.
- 6.9 The buyer is obliged to provide the seller or persons authorized by the Seller with access to the goods and to provide full cooperation to enable the seller to remedy any defects in the goods when dealing with a complaint.
- 6.10 The ongoing complaint procedure does not entitle the buyer not to pay the purchase price of the complained goods/invoice issued to the buyer by the seller.
- 6.11 In the event that the buyer's claim is not accepted, the buyer shall be obliged to reimburse the seller for the costs associated with the resolution of the claim incurred by the seller.
- 6.12 If the buyer disputes the quantity of the goods delivered by the seller, the seller shall re-measure the quantity of the goods directly at the place of delivery. The buyer shall accept the measurements made by the seller.
- 6.13 The seller is obliged to deliver the goods to the buyer in packaging that meets the conditions of safe transport and protection of the goods. In the case of delivery of the goods in the buyer's packaging (or road tankers), the seller shall not be liable for defects in the quality of the goods. The buyer shall be liable for damages caused to the seller by the poor technical condition of the buyer's own packaging and RT (road tankers) in which the Buyer requests the dispatch/delivery of the goods.

7 EXECUTION OF SUPPLY

7.1 Road tankers

- 7.1.1 The method of delivery/delivery of goods to the buyer's road tanker or its contracted carrier shall be governed by the operating rules of the seller's filling facility. The buyer undertakes to familiarize itself with and comply with the rules and regulations associated with the operation of the seller's filling facility.
- 7.1.2 The seller shall, at the request of the buyer or its authorized transport company, make the tank truck operators familiar with the safety regulations applicable to the operation of this equipment. Any damage caused by the buyer's carrier shall be deemed to be the buyer's fault.
- 7.1.3 The buyer shall ensure that the road tankers do not contain other residual products, water or other products and admixtures.
- 7.1.4 The buyer's contracted carrier will accept the agreed transport documents on behalf of the buyer at the bottling receiving point, on which the driver will confirm the accuracy of the data by his signature. The buyer shall acknowledge receipt of the goods by stamping and signing the delivery note. The carrier shall leave only a copy of the validated waybill at the bottling point.
- 7.1.5 The buyer or its contracted carrier shall be fully responsible for having all permits, licenses and authorizations to transport the refined products in accordance with the relevant generally applicable law. The buyer or its contractual carrier shall likewise be responsible for the timely renewal thereof should they expire during the term of these GTC.
- 7.1.6 The buyer or its contracted carrier is obliged to have suitable types of vehicles available for the transport of the goods. The buyer or its contractual carrier shall only use vehicles complying with international regulations on the transport of dangerous goods, in particular the European Agreement concerning the International Carriage of Dangerous Goods by Road ("**ADR**").
- 7.1.7 The vehicle of the buyer or its contracted carrier transporting the goods must be in good technical condition and clean.
- 7.1.8 The buyer or its contracted carrier shall be responsible for ensuring that the vehicle is driven by a responsible and trained driver who meets all the requirements laid down by the relevant applicable generally binding legislation, in particular that the driver has been trained in the carriage of dangerous goods within the meaning

of ADR and holds a valid certificate proving this fact. Furthermore, the Buyer or its carrier shall be responsible for ensuring that its drivers comply with all applicable generally applicable legislation and instructions for the carriage and handling of the goods.

- 7.1.9 The buyer is obliged to submit to the seller, prior to commencement of collection of the goods by its own road tankers or road tankers of its contractual carrier, a written list of vehicles, the names of drivers, or freight forwarding or goods collecting companies, authorized to collect the goods. In the event of a change in the authorization to collect the goods, the buyer shall immediately notify the seller in writing. The seller shall not be liable for any damages caused to the buyer by the collection of goods by a company or technique that has not been selected by the buyer from the list of authorized companies.
- 7.1.10 The buyer shall be fully liable for any damage arising as a result of a breach of its obligations under this clause 7.1.

7.2 Railway tankers

- 7.2.1 This clause 7.2 governs the terms and conditions of carriage of goods carried by railway wagons provided by the seller for domestic and international carriage, i.e. wagons which the seller owns, leases or may use under any other contractual relationship with the written consent of the owner of the wagons ("**seller's railway wagons**").
- 7.2.2 Buyer shall cause the seller's railcars to be completely emptied, including their immediate return for reloading, within the time periods specified in subparagraph 7.2.4. The time of return of the rail car shall be deemed to be the time when the rail car is transported by the public transportation company or private transportation company to the railroad track or other mutually agreed place of return of the rail cars for return transportation (stamp of the sending railroad station). The buyer shall ensure that after emptying the railcars that the tank lid is closed and sealed, the main valve and side valves with screwed nuts are closed and sealed and the surface of the boilers is clean in accordance with the applicable provisions of the RID, the UIC loading guidelines (component 1,2 and 3) and the working procedures and instructions for the operation of the railcars. The steam valve flap shall be open on railway wagons fitted with heating hoses and heated outlets.
- 7.2.3 The buyer, who is named in the consignment note for local carriage, for return carriage, for domestic carriage or in the CUV consignment note for international carriage as the consignor (in the case of loaded carriages as the consignee), is obliged to return the railway carriages after their emptying to the seller's railway track or to another agreed place of mutual return of the railway wagons at his own expense, with the consignment note for domestic carriage or the CUV consignment note for international carriage. A new sale (re-shipment) or change of contract of carriage may be made by the original consignee named in the transport document (domestic consignment note or CUV wagon bill of lading for international carriage) for deliveries loaded on the seller's railway wagons only with the seller's written consent and in accordance with the entries in that transport document (domestic consignment note, CIM consignment note, CIM consignment note, CUV wagon bill of lading and local consignment note).
- 7.2.4 The time limit for emptying a railway wagon is 48 hours. The time limit for emptying/unloading of the rail wagon shall commence when the loaded wagon is delivered by the public or private transport provider to the purchaser (proof of receipt between the consignee and the relevant public or private transport provider must be confirmed) and shall end when the empty rail wagon is delivered by the public or private transport provider (proof of return between the consignee and the relevant public or private transport provider must be confirmed). If this time limit is exceeded, the purchaser must prove this by submitting a photocopy of the waybill for domestic carriage and the CIM waybill for freight (Part 1 - waybill) and, for the return carriage of the empty wagon, by submitting a photocopy of the waybill for domestic carriage and the CUV of the wagon waybill for international carriage (Part 4 - duplicate). The stamp of the relevant railway station of destination and of the stations of departure or of the relevant private provider in the corresponding transport document shall be decisive. If the buyer fails to meet the deadline for emptying the rail wagon in accordance with this paragraph, the buyer shall be liable to pay the seller a contractual penalty of EUR 22 for each day of delay. The payment of the contractual penalty shall be without prejudice to the right to compensation for damages and the right to fulfil the secured obligation.
- 7.2.5 The period for the return of railcars shall consist of the delivery period and the time allowed for emptying the railcar in accordance with subparagraph 7.2.4, namely 10 calendar days in the Slovak Republic. For intra-community deliveries between EU countries, this period shall be extended by 2 calendar days. This period shall commence on handover of the wagon to the public or private transport provider by the seller and shall end on receipt of the wagon on its return journey by the seller from the relevant public or private transport provider.
- 7.2.6 The interrelationship between the public or private transport provider and the consignor in the carriage of loaded or empty wagons and the interrelationship between the public or private transport provider and the consignee in the carriage of loaded or empty wagons shall not be decisive in determining whether the relevant time limit for the return of railway wagons under sub-clause 7.2.5 has been complied with. The provision of the preceding sentence means that the indication of the time shown on the receipt document and the wagon return document cannot be used to prove the validity of the claims. The buyer shall not be liable to pay the seller the contractual

penalty under sub-clause 7.2.5 if the railway wagon in question has been destroyed during domestic or international carriage, if the railway wagon has been lost or if the wagon or any part thereof has been damaged, or if the railway wagon has been returned by the buyer to the seller late as a result of damage to the railway wagon or damage or loss of parts thereof caused by the relevant public or private transport provider. However, if the railway wagon or part thereof has been damaged by the purchaser (consignee/shipper) or if the purchaser (consignee/shipper) or a third party to whom the purchaser (consignee/shipper) has given access to the railway wagon has caused its temporary or permanent loss, the seller shall be entitled to invoice the buyer for all proven costs relating to the repair and replacement of the wagon or its parts, including other additional proven costs, and also for any damage incurred by the seller up to the date on which the seller receives written notification from the buyer (consignee/shipper) of such an event.

- 7.3 Insofar as the buyer brings his own or hired rail tankers, road tankers or other tankers to the performance, he shall be fully responsible for the fact that these comply with all the conditions laid down by the relevant generally binding legal regulations applicable to these tankers. The buyer acknowledges that the seller is not obliged to examine their suitability beyond the normal care involved in handling the vehicles or tankers delivered. The buyer shall be liable to the seller for any damage caused by the delivery of an unsuitable tanker.

8 CIRCUMSTANCES EXCLUDING LIABILITY

- 8.1 The seller shall not be liable for failure to deliver the goods to the buyer if the delay or failure to perform the seller's obligation to deliver the goods to the buyer is caused by any of the circumstances excluding the seller's liability as defined in clause 8.2.
- 8.2 For the purposes of these GTC and the frame purchase agreement, circumstances excluding the seller's liability shall be deemed to exist where:
- (a) With respect to the fact that all and any goods supplied by the seller to the buyer under the framework purchase agreement shall be sourced exclusively from the ORLEN Group's refineries in Litvínov and Kralupy nad Vltavou, Czech Republic (the "**Origin of Goods**"), by virtue of the economic sanctions or any other restrictive measures imposed by a decision (regulation) of the Council of the European Union, on its own initiative, or for the purpose of implementing a resolution of the United Nations Security Council or a decision of any other body of the European Union having equivalent effect ("**EU Sanctions**"), or on the basis of any generally applicable law in force in the territory of the Czech Republic or the Slovak Republic, the import/purchase/transfer of crude oil or petroleum products by any means from the Russian Federation, or crude oil produced or originating in the Russian Federation, to the European Union or to the Czech Republic or the Slovak Republic, or the resale of crude oil imported/purchased/transferred from the Russian Federation, or crude oil produced or originating in the Russian Federation, shall be prohibited, or petroleum products produced from crude oil imported/purchased/transferred from the Russian Federation, in any manner, or from crude oil produced or originating in the Russian Federation, from the Czech Republic to other Member States of the European Union, or any other resolution, decision or measure having equivalent effect shall be adopted;
 - (b) with respect to the Origin of the Goods, on the basis of EU Sanctions, or on the basis of any other decision of any public authority of the Czech Republic or the Slovak Republic with a similar effect, or on the basis of a generally binding legal regulation in force in the territory of the Czech Republic or the Slovak Republic, there is such a change in any component of the pricing formula applied for determining the price of the goods under the framework purchase agreement (e.g., but without limitation, a change in the tax burden, the introduction of price regulation, the maximum permissible price, etc.).), which would have the effect of defeating the economic purpose pursued by the seller under the framework purchase agreement (making a profit), i.e. the seller's loss in the performance of its obligations under the framework purchase agreement and the relevant individual purchase agreement, or would have the effect of making the supply of goods under the framework purchase agreement economically disadvantageous to the seller, at the seller's sole discretion;
 - (c) with respect to the Origin of the Goods, for any reason whatsoever, operations and production at the refineries in Litvínov and Kralupy nad Vltavou, Czech Republic, belonging to the ORLEN Unipetrol Group, will be interrupted, even partially, for a period of more than 24 hours, as a result of which the seller will not be able to ensure that there are sufficient goods to meet its obligations to the buyer and to fulfil its other contractual obligations;
 - (d) any other event occurs which prevents the seller from performing its obligations under the framework purchase agreement or an individual purchase agreement, or as a result of which the seller becomes in default of its obligations under the framework purchase agreement or an individual purchase agreement, including, but not limited to, the following events: (i) flood, fire, earthquake; (ii) war, invasion, hostile military action (whether war is declared or not); (iii) terrorist threats or acts, riots, civil and other disturbances; (iv) decisions, measures, regulations or orders of any public authority of the Slovak Republic or the European Union; (v) embargoes or blockades; (vi) state of emergency, state of war or state of national or regional emergency; (vii) strikes, work stoppages or other industrial disturbances;

(viii) epidemic, pandemic or similar viral or bacterial infection as defined by the World Health Organization or the competent public authorities of the Slovak Republic as an infection that may cause a worldwide epidemic or pandemic or a serious disease; (ix) power shortage or restriction or interruption of transportation; and (x) other similar events constituting obstacles which have arisen independently of the seller's will and which prevent the seller from performing its obligations under the framework purchase agreement or the individual purchase agreement and which the seller cannot reasonably be expected to avoid or overcome such obstacles or their consequences and which could not have been foreseen by the seller at the time of the conclusion of the framework purchase agreement or the individual purchase agreement;

("Circumstances excluding seller's liability").

- 8.3 If any of the Circumstances excluding the seller's liability occurs, the seller shall not be liable for any damages, including indirect and consequential damages, lost profits, any other losses and expenses which the buyer may incur as a result of the seller's breach of, or failure to perform, its obligations under framework purchase agreement or the individual purchase agreement or as a result of any delay in performance thereof. If any of the Circumstances excluding the seller's liability occurs, the seller shall not be liable to pay to the buyer any liquidated damages or other penalties under the framework purchase agreement.
- 8.4 If any of the Circumstances excluding the seller's liability occurs, the seller shall promptly notify the buyer of the relevant circumstance or event that prevents the seller from performing its obligations under the framework purchase agreement and the individual purchase agreement.
- 8.5 The Parties agree that if the consequences of the Circumstances excluding liability of the seller last for more than 30 days, the essential purpose of the framework purchase agreement and the respective individual purchase agreement, which is the delivery of the goods to the buyer, shall be deemed to have been frustrated. By way of derogation from Section 356(1) of the Commercial Code, the parties agree that in the event of frustration of the purpose of the framework purchase agreement and the individual purchase agreement pursuant to this Section 8.5, either party shall be entitled to withdraw from the framework purchase agreement and the respective individual purchase agreement with effect from the date of delivery of written notice of withdrawal to the other party. Withdrawal from the framework purchase agreement and the individual purchase agreement pursuant to this Section 8.2 shall be without prejudice to the rights or claims of the parties that arose prior to the occurrence of the Circumstances excluding the seller's liability.

9 MISCELLANEOUS

9.1 Binding nature

- 9.1.1 These GTC are binding for the buyer on the date of conclusion of the framework purchase agreement between the seller and the buyer.
- 9.1.2 These GTC are an integral part of the framework purchase agreement concluded between the seller and the buyer. By signing the framework purchase agreement, the buyer confirms that he has received these GTC from the seller, has read them, understands their contents and agrees to them.
- 9.1.3 The seller is authorized to change the content of the GTC, but they are binding for the buyer only upon delivery of their new version to the buyer.

9.2 Cooperation

- 9.2.1 The parties are obliged to cooperate with each other and to act prudently in accordance with their legitimate interests in order to fulfil the framework purchase agreement. They are obliged to inform each other of all important circumstances relating to the implementation of the framework purchase agreement as well as the individual purchase agreements and to provide explanations promptly at the request of the other party. Both parties are obliged to act within their normal capabilities to minimize any damage, loss or risk arising from the activities connected with the performance of the framework purchase agreement as well as the individual purchase agreements or the use of the goods. Each of the parties shall diligently ensure that the confidentiality of commercial information arising between them as a result of the performance of this contract is maintained.

9.3 Confidentiality

- 9.3.1 Each party undertakes to keep absolutely confidential any facts and informations relating to the existence of the framework purchase agreement, its contents and terms, the framework purchase agreement, the individual purchase agreements and any related matters ("**Contractual Information**"). Except (a) where the applicable generally binding legislation or an enforceable decision of a public authority requires disclosure of certain Contractual Information to the relevant public authority or other third party legally entitled to receive such Contractual Information, (b) where expressly permitted under the framework purchase agreement or the individual purchase agreement; or (c) where the relevant party will act with the prior express written consent of

the other party, neither party shall disclose any Contractual Information to any third party except to the controlling or controlled persons or authorized representatives of such Party, even if the framework purchase agreement is terminated in any manner and for any reason. Each party shall ensure that such persons shall also be obligated to maintain the confidentiality of the Contractual Information to the same extent as set forth in this Sub-Clause 9.3.1 above.

- 9.3.2 If any of the contracting parties is obliged to disclose any Contractual Information to any third party (including any public administration body) according to the relevant generally binding legal regulations or the relevant enforceable public administration body, this contracting party (a) shall immediately notify the other contracting party of this fact and shall make reasonable efforts to agree with the other party on the timing and scope of such disclosure, so that the other party may, if appropriate, take measures to protect its rights and interests with respect to given Contractual Information, and (b) in any case, will make reasonable efforts to limit such disclosure only to the extent required by the relevant generally binding legal regulations, or by the relevant enforceable decision of the public administration body and that the confidentiality of the Contractual Information made available is maintained to the maximum extent possible.
- 9.3.3 Without limiting any other provision of this Section 9.3, any press release, public announcement or other media communication with respect to any Contractual Information shall be published or made only by written agreement of the parties as to the timing, content and form of such press release, announcement or communication, and the execution of such agreement shall not be unreasonably withheld or delayed by any party without reasonable cause.

9.4 Applicable law

Legal relations arising from the framework purchase agreement which are not expressly regulated by the framework purchase agreement and these GTC, including any non-contractual obligations arising in connection therewith, shall be governed exclusively by the regulations in force in the Slovak Republic, in particular the Commercial Code, and shall be interpreted exclusively according to and in accordance with such regulations, without giving effect to any choice or conflict of law provision or rule which would cause the application of the regulations in force in a jurisdiction other than the Slovak Republic.

9.5 Information obligation of the buyer

- 9.5.1 During the term of the framework purchase agreement, the buyer is obliged to notify the seller immediately of any change in the business name, registered office, place of residence, registration number, VAT number, VAT number, bank connection and other data specified in the framework purchase agreement. The buyer is obliged to notify the seller of the fact that bankruptcy/restructuring/execution proceedings have been initiated on its assets and also that the buyer has decided to dissolve and enter into liquidation. The buyer is obliged to fulfil the notification obligation under the preceding sentence towards the seller within 15 days from the date on which any of the aforementioned facts occurred, in the form of a written notification delivered within the aforementioned 15-day period to the seller. In the event of breach of the notification obligation under this clause, the buyer shall be obliged to pay to the seller a contractual penalty in the amount of 100% of the nominal value of the seller's receivables from the buyer as at the last day of the 15-day period.
- 9.5.2 The buyer is obliged to immediately notify the seller of the fact that the goods acquired from the seller on the basis of the Purchase Contract are delivered to persons pursuant to the provisions of Section 2(1)(a) of Act No. 315/2016 Coll. on the Register of Public Sector Partners, as amended.

In Bratislava, on 01.07.2024