

**General Commercial Conditions of Supply for fuels,
technical petrol, heavy crude oil products and other refinery products (except for motor oils and lubricants)**

PREAMBLE

- A. The scope of business activities of the company ORLEN Unipetrol Slovakia s. r. o., with the registered seat at Kalinčiakova 14083/33A, 831 04 Bratislava, Slovakia, Business ID No.: 35 777 087, registered at the commercial register maintained by the Municipal Court of Bratislava III, section: Sro, file No.: 20665/B (the "**Seller**") includes, among other things, sale of crude oil products, advisory services and client services.
- B. In order to secure demands and needs of the buyers, the Seller hereby issues these General Commercial Conditions of Supply for fuels, technical petrol, heavy crude oil products and other refinery products (except for motor oils and lubricants) (the "**GCC**") which determine conditions of mutual legal relations between the Seller and the Buyer based on a frame purchase agreement concluded between the Seller and the Buyer ("**Frame Purchase Agreement**") and which specify the concrete conditions of sale and govern the legal relations between the Seller and each natural or legal person as the Buyer pursuant to these GCC.
- C. This GCC govern conditions of supply for fuels, technical petrol, heavy crude oil products and other refinery products (except for motor oils and lubricants). For the avoidance of any doubt it is stated, that this GCC do not govern conditions of supply for motor oils and lubricants, and conditions of supply for motor oils and lubricants are regulated by (separated) „General Commercial Conditions of supply for motor oils and lubricants” of the Seller.
- D. The legal relations between the Seller and the Buyer shall be governed by the Frame Purchase Agreement, these GCC and, if not stipulated otherwise in these documents, by generally binding legal provisions applicable in the Slovak Republic, mainly by the Act No. 513/1991 Coll. the Commercial Code ("**Commercial Code**"). The Seller and the Buyer can stipulate their mutual rights and duties in the Frame Purchase Agreement, the individual purchase agreement concluded on the basis of it, or other validly concluded agreements in a different manner than stipulated in these GCC. In case of collision between such concluded agreements, the agreement concluded as the latest shall prevail. The changes in GCC during the term of contractual relationship between the parties shall not affect the rights and duties stipulated differently in the Frame Purchase Agreement, the individual purchase agreement and other agreements, despite the fact that such changes are executed afterwards (subsequently).

1 PRODUCT ORDER

- 1.1 The order of goods must include at least the following: identification data of the Buyer namely commercial (business) name, registered seat, business ID number, in case of legal person, or name and surname, address, date of birth, business ID number in case of natural person of the Buyer, VAT ID number (if the Buyer is a VAT payer), type of product, quantity of the product, requested time period for product supply (delivery), place of supply (delivery), name and surname of the person authorized to deal with and proceed with the order of goods on behalf of the Buyer together with his/her signature. The Buyer shall send the order to the Seller in a form pursuant to Annex No. 2 of the Frame Purchase Agreement concluded between the Seller and the Buyer, by email to the to the email addresses of the Seller's contact persons listed in the Annex No. 3 of the Frame Purchase Agreement
- 1.2 The individual purchase agreement between the Seller and the Buyer is deemed to be concluded the moment when the order is confirmed (accepted) by the Seller. The Seller shall confirm (accept) the Buyer's order by email or by actual realization (execution) of the order, by the actual delivery of the product to the Buyer. The order shall bind the Seller only after the Seller has accepted it in the manner set out in this section or agreed in the Framework Purchase Agreement. The confirmed order is binding for the Seller.
- 1.3 In the case that the Seller or the Seller's contractual carrier provides transportation of the goods to the Buyer, the Buyer shall:
 - (a) deliver the order to the Seller no later than by 2.00 p.m. of the working day preceding the working day of the order execution;
 - (b) orders of goods which are to be delivered on Saturday, on Sunday and on Monday shall be delivered to the Seller no later than on the immediately preceding Friday, no later than by 2 p. m.;

- (c) in case of state holidays, the order shall always be delivered to the Seller on the last working day before the state holiday no later than by 2 p. m., including orders of goods to be delivered during the public holiday and also for orders of goods to be delivered on the first working day following the public holiday.

1.4 In the case that goods are transported by the Buyer himself or by the Buyer's contract carrier, the Buyer shall:

- (a) deliver the order to the Seller no later than by 2 p.m. of the working day preceding the working day of the order execution;
- (b) orders of goods, which are to be delivered on Saturday, on Sunday and on Monday must be delivered to the Seller no later than on immediately preceding Friday no later than on 2 p. m.;
- (c) in case of state holidays, the order of products must be delivered to the Seller on the last working day before the state holiday no later than by 2 p. m., including orders to be delivered during the public holiday and also for orders to be delivered on the first working day following the public holiday.

If by 2 p.m. of the day preceding the day of the execution of the order the Buyer's actual credit limit is not sufficient for the release of its orders of goods for the following period, the Seller is authorized not to confirm the Buyer's order, of which the Seller will inform the Buyer by e-mail no later than 3 p.m. of the same day.

1.5 The minimal amount of the one type of fuel, which the Buyer is allowed to order from the Seller in the case of realization (execution) of supply of fuel by the Buyer's or his contractual carrier's petrol tankers (cisternae), is 5 000 liters.

1.6 Unless the Seller and the Buyer agree otherwise, the annual volume of products agreed by the parties will be delivered by the Seller and purchased by the Buyer in regular monthly purchases of the aliquot quantity of the products corresponding to one twelfth (1/12) of the agreed annual volume ("**Monthly aliquot quantity**"). The Seller will deliver the Monthly aliquot quantity and the Buyer will purchase it by individual deliveries, which will be spread evenly over the individual decades of a given calendar month. The Seller does not guarantee the possibility of purchasing products in excess of 40% of the Monthly aliquot quantity within a relevant monthly decade, taking into account the quantity tolerance agreed in the Frame Purchase Agreement. For the purposes of this section, the monthly decade is considered to be (a) the first decade - always the 1-10th day of the relevant calendar month, (b) the second decade - always the 11th-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 execute the product orders on behalf of the Buyer and on behalf of the Seller or email address of the Buyer from which the Buyer's product orders will be sent, are stated in the Annex No. 3 of the Frame Purchase Agreement. The Buyer declares that he is entitled to provide the Seller with the personal data of persons authorized to process orders of goods under the purchase agreement and these GTC as well as the drivers pursuant to section 1.9 of this Article, in accordance with the provisions of the Section 78 Par. 3 of Act No. 18/2018 Coll. on the protection of personal data, resp. on a different legal basis in accordance with applicable generally binding regulations governing the protection of personal data.

1.8 The Buyer is obliged to reimburse all and any legitimate expenses of the Seller resulting from the changes in Buyer's order (accepted by the Seller), in accordance with the billing submitted by the Seller together with the receipts proving the amount of expenses incurred.

1.9 The Buyer is obliged to submit to the Seller the written list of vehicles, names and surnames of the drivers or identification details of transportation companies authorized for the product take-over before commencement of take-over of the products by own petrol tankers (cisternae) or petrol tankers of his contract carrier. The Buyer is obliged to inform immediately the Seller in writing about any changes in authorization. The Seller shall not be liable for any damages sustained by the Buyer caused by the product take-over by a company or technology that was not chosen by the Buyer from the list of authorized companies.

1.10 The Buyer is obliged to submit to the Seller a photocopy of the mineral oil distribution permit, mineral oil sale permit or certificate of registration in the fuel consumer register issued by the relevant customs office pursuant to the Section 25b of Act No. 98/2004 Coll. on excise duty on mineral oil, as amended. At the Seller's request, the Buyer is obliged to submit the originals of the documents referred to in this section for inspection to the Seller before delivery commencement.

2 PAYMENT CONDITIONS

2.1 The basic payment conditions shall be governed by the Frame Purchase Agreement.

2.2 The date of product dispatch (product release) means the date of dispatch (submission) of the product by the Seller to the Buyer.

- 2.3 After the supply of the product the Seller is obliged to execute invoice, whereas the time of delivery (dispatch) to the Buyer is also the day of taxable payment pursuant to the Act No. 222/2004 Coll. on Value Added Tax as amended. The Seller shall deliver the invoice to the Buyer. The parties agreed on daily billing.
- 2.4 The invoice shall contain the invoice label, its number, commercial (business) name (name and surname), registered seat (address) and Value Added Tax ID number of the Buyer and the Seller, quantity and type of supplied product, order number, date of performance, date of invoice issuance, due date of invoice, product unit price, other price details, tax base, tax rate, tax amount, total invoiced sum, bank details and account number to which the invoice shall be paid.
- 2.5 The due date of the invoice shall be 30 days, unless agreed otherwise in the Frame Purchase Agreement, and shall be calculated from the day of invoice issuance by the Seller. If the due date falls on weekend or on the bank holiday, the due date shall be the next working day. The day of payment means the day when the financial sum is credited to the account in the bank of the Seller stated in the respective invoice.
- 2.6 If the invoiced sum is different than the agreed purchase price stipulated pursuant to the Frame Purchase Agreement, the Buyer is obliged to inform immediately the Seller about such difference (discrepancy). The Seller is obliged to inspect the announced difference (announced circumstances) within 5 days and in legitimate case it is authorized to issue a new invoice with a new due date. The Buyer shall not be in delay with the payment of the product purchase price until the Seller inspects the legitimacy of the invoiced sum and issues new invoice with new due date, whereas the Seller issues a tax credit note regarding the original invoice. The Buyer shall return the erroneous invoice to the Seller. The Seller is authorized to propose different procedure that would lead to correction of the recognized discrepancy without unnecessary delay.
- 2.7 The Buyer is obliged to state the respective identification details (variable symbol – number of the invoice and constant symbol) on the bank transfer request for payment of the purchase price so that the Seller is able to identify the respective payment.
- 2.8 If the Buyer is in delay with the payment of the purchase price agreed in the purchase agreement, it is obliged to pay to the Seller the interest rate in the amount of 0.05 % of the due amount for each day of payment delay, if not stipulated otherwise in the Frame Purchase Agreement. The parties agree that if the Buyer is in delay with the payment of the purchase price for more than 28 calendar days, the Buyer is obliged to pay to the Seller a contractual penalty in the amount of 0.1 % of the total purchase price for each day of delay.
- 2.9 If the Buyer defaults in the payment of any monetary obligations to the Seller arising under the Frame Purchase Agreement and the relevant individual purchase agreement, the Seller shall be entitled with immediate effect to withhold performance of its obligations under the Frame Purchase Agreement and the relevant individual purchase agreement (in particular, to cease delivery of the goods), whereby such refusal to perform shall not constitute a breach of the Frame Purchase Agreement or the relevant individual purchase agreement and the Seller shall not be liable for any damages caused thereby.
- 2.10 In the case of insufficient credit limit, no later than one working day before the planned dispatch of the products (on the given working day of the planned product dispatch in the case of own transport of the Buyer) by 2:00 p. m. the Seller has the right not to execute the Buyer's order, even it is not confirmed by the Seller. In such case, the Seller is not in delay with the fulfillment of its obligations under the Frame Purchase Agreement. The credit limit is the maximum amount of the unpaid receivables (due and undue) of the Seller vis-à-vis the Buyer for the purchase price of the products delivered by the Seller to the Buyer on the basis of the Frame Purchase Agreement.

3 SECURING THE BUYER'S OBLIGATIONS

- 3.1 The Seller is not obliged to supply/it is authorized to withhold the product dispatch (performance of supply), if the Buyer does not provide the appropriate safeguard regarding the fulfillment of its duties upon the request of the Seller, mainly the safeguard regarding the payment of outstanding debts (receivables) and receivables resulting from the performance of product supplies pursuant to the Frame Purchase Agreement or relevant individual purchase agreements. This provision shall apply if the Buyer is in delay with the fulfillment of its due monetary obligations resulting from the Frame Purchase Agreement or from other title.
- 3.2 Until the Buyer is in delay with fulfillment of its monetary obligations resulting from the Frame Purchase Agreement, the Seller has a right to withhold the fulfillment of its (the Seller's) obligations resulting from the Frame Purchase Agreement. In such case the Seller is not in delay and such action of the Seller does not authorizes the Buyer to withdraw from the Frame Purchase Agreement.

4 TRANSFER OF RIGHTS

- 4.1 Transfer of the risk of damage related to goods and other relevant conditions of supply of goods shall be governed by international commercial conditions in accordance with INCOTERMS 2020, unless agreed otherwise in the Frame Purchase Agreement or in relevant individual purchase agreement. Moment of the transfer of ownership rights related to the product from the Seller to the Buyer shall be agreed in the Frame Purchase Agreement.

5 PRODUCT QUALITY

- 5.1 Unless agreed otherwise in the Frame Purchase Agreement or in relevant individual purchase agreement, the Seller is obliged to supply the product to the Buyer in the quality pursuant to the respective EN and STN provisions (norms) for the supplies of requested product type. The certification of quality shall be performed by marking (labelling) the product with the respective quality norm in the bill of loading or in document labelled as Quality Certification. The certification of product quality shall be sent by the Seller to the Buyer together with railroad tank car or within 3 days from the day of product delivery. In case of product shipment by the petrol tankers (cisternae), the Quality Certification shall be provided to the driver of the petrol tankers (cisternae).

6 PRODUCT DEFECTS, WARRANTY CLAIMS

- 6.1 The product liability and the rights and duties resulting therefrom shall be governed by the legal provisions valid in the territory of the Slovak Republic, in particular by the Commercial Code, as well as by these GCC.
- 6.2 The Seller shall be liable for product defects that existed at the time of transfer of risk of product damage on the Buyer. The Seller shall not be liable for product defects that occur due to transportation, external interference and influence, interference by the third persons, or any other events and circumstances, for which the Seller is not liable after the risk of product damage was transferred on the Buyer.
- 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 inform the Seller about the defects of supplied goods within 7 days after the Buyer discovered such defects upon inspection pursuant to the previous sentence, mainly if the goods do not comply with the respective legal norms and technical norms.
- 6.4 The claimed product must be left in its original package until the Seller's decision on legitimacy of the claim. The original package means the Seller's store or the Buyer's cisternae (petrol tanker/cisternae, railroad tank car). The Seller is not responsible for defects in the goods outside the original packaging and the goods quality outside the original package cannot be claimed (complained about).
- 6.5 The Buyer is obliged to state the following details in the written notice regarding the product defects:
- (a) identification of the defect goods together with the statement of at least the type and quantity of the defect goods,
 - (b) place where the goods is 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 GCC,
 - (b) those that were not discovered by the Buyer despite the fact that they were discoverable while performing highest professional care due to the fact that the Buyer did not observe the product properly during the take-over/transfer of the risk of damage to the goods to the buyer or the Buyer did not observe the product with a due care,
 - (c) those that were discovered by the Buyer on later day than stipulated in these GCC, despite the fact that they were discoverable while performing due 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 days after the delivery of the announcement regarding the product defects or, if it is not possible to decide this matter without the actual observance of the products, the Seller shall secure the observance of the product within this period.

- 6.8 The Buyer shall provide the Seller with full cooperation in order to execute the observance of the claimed product. If the claim is justified (acknowledged), the Seller shall determine the time period and method of elimination of the defect within the time designated for decision on legitimacy of the claim pursuant to these GCC.
- 6.9 The Buyer is obliged to secure an access to the products for the Seller or for his/her authorized persons during the claim process and provide them with full cooperation in order to allow the Seller to eliminate the defects of the products.
- 6.10 The ongoing claim process does not authorize the Buyer not to pay the purchase price of the claimed goods/the issued invoice by the Seller.
- 6.11 If the claim process is not justified (acknowledged) by the Seller, the Buyer is obliged to reimburse all Seller's expenses related to the claim process incurred by the Seller.
- 6.12 If the Buyer disputes the quantity of the product supplied by the Seller, the Seller shall perform additional measurements of the quantity of the product directly at the place of delivery (supply) of the product. The Buyer is obliged to accept the measurements executed by the Seller.
- 6.13 The Seller is obliged to supply the product to the Buyer in packages that comply with the conditions of safety transportation and product safety. In case of release (dispatch) of the product to the package (or road tank containers) of the Buyer, the Seller shall not be liable for the defects in quality of the product. The Buyer shall be liable for damages sustained by the Seller caused by the bad technical condition of the Buyer's own packages and RTC (road tank containers), into which the Buyer requests the release of the product.

7 EXECUTION OF SUPPLY

7.1 Petrol tankers

- 7.1.1 The method of product supply/release (filling) into petrol tankers (cisternae) of the Buyer or its contract carrier shall be governed by Operational Rules of the Filling Machine of the Seller. The Buyer hereby undertakes to familiarize himself with the norms and provisions related to the operation of the Filling Machine of the Seller and comply with them.
- 7.1.2 The Seller shall familiarize the personnel of petrol tankers (cisternae) with the safety provisions applicable to the operation of the respective machinery upon the Buyer's request or the request of authorized transportation company. Any damages caused by the carrier of the Buyer are deemed to be the damages caused by the Buyer.
- 7.1.3 The Buyer is obliged to secure, that petrol tankers do not contain other residual products, water or other products and adulterants.
- 7.1.4 The contract carrier of the Buyer shall take over the agreed documents on behalf of the Buyer which the carrier shall sign at the filling place in order to confirm the accuracy of the stated details. The Buyer shall confirm the take-over of the product by its stamp and signature on the letter of delivery. The carrier shall leave at the filling place only the copy of confirmed letter of delivery.
- 7.1.5 The Buyer or its contract carrier shall be fully liable for obtaining (and possessing) all authorizations, licenses and certificates for transportation (carriage) of refinery products pursuant to the generally binding legal provisions. The Buyer and its contract carrier is equally liable for early prolongation of their validity, if their validity expires during the term of these GCC.
- 7.1.6 In order to secure the transportation (carriage) of the refinery products (goods) the Buyer or its contract carrier is obliged to use appropriate types of vehicles. The Buyer or its contract carrier is obliged to use only vehicles complying with international norms on carriage of dangerous goods, mainly European Agreement concerning the International Carriage of Dangerous Goods by Road ("**ADR**").
- 7.1.7 The vehicle of the Buyer or of its contract carrier transporting (carrying) the refinery products (goods) must be in good technical condition and clean.
- 7.1.8 The Buyer or its contract carrier shall guarantee (and be liable) that the vehicle will be driven by responsible and trained driver who complies with all respective generally binding legal acts, in particular that the driver has received training in the transport of dangerous goods in accordance with the ADR and has a valid certificate evidencing this fact. Buyer and his carrier also guarantee (and be liable) that its drivers will obey all respective generally binding legal acts and instructions for carriage and handling of the product.
- 7.1.9 The Buyer is obliged to submit to the Seller in writing the list of vehicles, names of the drivers, or transportation companies authorized for the product take-over before product take-over by its own petrol tankers (cisternae)

or petrol tankers (cisternae) of its contract carrier. In case of changes in authorizations for product take-over, the Buyer is obliged to notify immediately the Seller in writing. The Seller shall not be liable for damages incurred by the Buyer that were caused by the take-over of the product by the company or technology that was not chosen by the Buyer from the list of authorized companies.

- 7.1.10 The Buyer shall be fully liable for any damages resulting from the breach of its duties pursuant to this section 7.1.

7.2 Railway tankers

- 7.2.1 The provisions of this section 7.2 govern the conditions for transport of the product carried out by railroad cars provided by the Seller for domestic or international transport, i.e. the Seller owns them, leases them or can operate them based on another contractual relation with a written approval of the owner(s) of the cars ("**railroad cars of the Seller**").
- 7.2.2 The Buyer shall be obliged to secure complete emptying of the given railroad cars of the Seller, including their fast return for reverse loading within the time periods specified in the sub-section 7.2.4. The time of return of a railroad car shall be the time when the car is delivered by a public transportation company or private transportation company to a railway siding or some other agreed location of the mutual return of the railroad cars for reverse transportation (stamp of the dispatching railroad station). Upon emptying the railroad cars, the Buyer shall be obliged to make sure the tank lid is closed and sealed, the main valve and side valves with screwed-in cap nuts are closed and sealed and the surface of the boilers is clean in accordance with the valid stipulations of RID, loading regulations UIC (file 1, 2 and 3) and work procedures and manuals for operating railroad cars. The discharge steam valve shall be open on railroad cars that are equipped with heating coils and heated discharge outlets.
- 7.2.3 The Buyer, who is declared on the dispatching sheet for local transport, for the reverse transport on the freight note, for domestic transport, or on the CUV freight car sheet, for international transport, as the sender (for loaded cars as a recipient), shall be obliged to return the railroad cars after their emptying to a railway siding of the Seller or some other agreed location of the mutual return of the railroad cars at its own expense and with a freight note for domestic transport or CUV freight car sheet for international transport. A new sale (re-expedition) or a change of the transportation contract can be executed by the original recipient stated on the transportation sheet (freight note for domestic transport or CUV freight car sheet for international transport) for deliveries loaded on railroad cars of the Seller only with its written approval and in accordance with records in the given transportation document (freight note for domestic transport, CIM freight note, CUV freight car sheet and dispatching sheet for local transport).
- 7.2.4 The deadline for emptying a railroad car is 48 hours. The time for emptying/tapping a railroad car shall start running at the moment of submitting a loaded car by a public or private transportation provider to the Buyer (Acceptance sheet between the recipient and the given public or private transportation provider shall be confirmed) and shall end by submitting the empty railroad car by the given public or private transportation provider (Return sheet between the sender and the given public or private transportation provider shall be confirmed). Shall this deadline be exceeded, the Buyer shall be obliged to demonstrate this fact by submitting a photocopy of the freight note for domestic transportation and CIM freight note for loaded run (Part 1 – Freight note), and, for a return empty run, of the freight note for domestic transportation and CUV freight car sheet for international transportation (Part 4 - Duplicate). The deciding information shall be a stamp of the given railway station of the railway destination and dispatching stations or the given private transportation provider in the appropriate transportation document. The Buyer shall be obliged to pay to the Seller for exceeding the deadline stated in this Section, the contractual penalty 22 EUR for each started calendar day of the delay. Payment of this contractual penalty shall not have any effect on the right to indemnification and on the right for fulfillment of the secured obligation.
- 7.2.5 The deadline for returning railroad cars consists of the delivery time and the permitted time for emptying the car pursuant to the sub-section 7.2.4, and it is 10 calendar days in the Slovak Republic. For intra – community deliveries between EU countries, this deadline shall extend by 2 calendar days. This deadline period shall start running by submitting the car to a public or private transportation provider by the Seller and shall end upon accepting the car after its return transport by the Seller from the given public or private transportation provider.
- 7.2.6 Mutual relations between the public or private transportation provider and the sender when delivering a freight car delivery or an empty railroad car from a railroad siding, and mutual relations between the public or private transportation provider and the recipient when delivering an empty or loaded car to a railroad siding, shall not be determinant when deciding if a relevant deadline for returning a railroad car pursuant to the sub-section 7.2.5 has been complied with. The stipulation of the previous sentence means that the time information stated on the Acceptance and Return sheets cannot be used to justify complaints. The Buyer is not obliged to pay the Seller the contractual penalty pursuant to the sub-section 7.2.5, if the railroad car was destroyed during domestic or international transport, if the railroad car was lost or the car or any part thereof was damaged, or if the railroad car was returned by the Buyer to the Seller late due to damage or loss or damage of any part thereof caused by the public or private transportation provider. If the railroad car and its parts are damaged by

the Buyer (recipient / sender) or if the Buyer (recipient / sender) or a third person, to whom the Buyer (recipient / sender) allowed access to the railroad car, causes its temporary or permanent loss, the Seller shall invoice the Buyer for all demonstrable expenses related to the repair of the car or its parts and their replacement, including other auxiliary demonstrable expenses, and also for the damage caused to the Seller until the day when the Seller receives a written notification of the Buyer (recipient / sender) about the given event.

- 7.2.7 If the Buyer furnishes his own or rented railway truck tank (cisternae), road tank containers or another tanks (cisternae), afterwards he is fully liable that they meet all the conditions, laid down by relevant generally binding legal acts pertaining to these tanks (cisternae). The Buyer takes note that the Seller is not obliged to examine their propriety in the range exceeded ordinary care (diligence) connected with loading with (to) furnished vehicles or delivered tanks (cisternae). The Buyer is liable for all the damages caused by furnishing unsuitable cistern intended for filling.

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 section 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 when:
- (a) with respect to the fact that all and any goods supplied by the Seller to the Buyer under the Frame 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 legal regulation 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 the resale of crude oil imported/purchased/transferred from the Russian Federation, or of crude oil produced or originating in the Russian Federation, or of petroleum products produced from crude oil imported/purchased/transferred from the Russian Federation, in any manner whatsoever, or of crude oil produced or originating in the Russian Federation, from the Czech Republic to other Member States of the European Union, shall be prohibited, or any other resolution, decision or measure having equivalent effect shall be adopted;
 - (b) with respect to the Origin of Goods, on the basis of the EU Sanctions, or on the basis of any other decision of any public authority of the Czech Republic or the Slovak Republic having 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 Frame Purchase Agreement (for example, 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 Frame Purchase Agreement (making a profit), i.e. the Seller's loss due to the performance of its obligations under the Frame Purchase Agreement and the relevant individual purchase agreement, or would have the effect of making the supply of goods under the Frame Purchase Agreement economically disadvantageous to the Seller, at the Seller's sole discretion;
 - (c) with respect to the Origin of 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 will prevent the Seller from performing its obligations under the Frame Purchase Agreement or an individual purchase agreement or as a result of which the Seller becomes in default of its obligations under the Frame 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 or not war is declared); (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 Frame Purchase Contract 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 Frame Purchase Agreement or the individual purchase agreement;

("Circumstances excluding Seller's liability").

- 8.3 If any of the Circumstances excluding 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 the Frame Purchase Agreement or the individual purchase agreement or as a result of any delay in performance thereof. If any of the Circumstances excluding Seller's liability occurs, the Seller shall not be liable to pay to the Buyer any liquidated damages or other penalties under the Frame Purchase Agreement.
- 8.4 If any of the Circumstances excluding 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 Frame Purchase Agreement and the individual purchase agreement.
- 8.5 The Parties agree that if the consequences of the Circumstances excluding Seller's liability last for more than 30 days, the essential purpose of the Frame 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 Frame Purchase Agreement and the individual purchase agreement pursuant to this section 8.5, either Party shall be entitled to withdraw from the Frame 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 Frame Purchase Agreement and the individual purchase agreement pursuant to this section 8.5 shall be without prejudice to the rights or claims of the Parties that arose prior to the occurrence of the Circumstances excluding Seller's liability.

9 MISCELLANEOUS

9.1 Binding nature

- 9.1.1 These GCC are binding for the Buyer as of the day of concluding of the Frame Purchase Agreement between the Seller and the Buyer.
- 9.1.2 These GCC forms inseparable part of the Frame Purchase Agreement concluded between the Seller and the Buyer. By signing the Frame Purchase Agreement the Buyer confirms that it has obtained these GCC from the Seller, it has read them, understood their content and it agrees with them.
- 9.1.3 The Seller is authorized to change the content of these GCC, however, the new GCC are binding for the Buyer as of the day of delivery of the new (amended) version to the Buyer.

9.2 Cooperation

- 9.2.1 The parties undertake to cooperate with each other and to proceed in accordance with their own legitimate interests in order to fulfill the aim of the Frame Purchase Agreement. The parties are obliged to inform each other about all important circumstances related to the realization (execution) of the Frame Purchase Agreement, and to provide appropriate prompt explanation upon the request of the other party. Both parties are obliged to proceed in such a way, if normally possible, so that they would minimize the eventual damages, losses or risks resulting from the activities related to the fulfillment of the Frame Purchase Agreement, as well as individual purchase agreement or usage of the products. Each party shall secure the confidentiality of the commercial information that occurred in the course of and as a result of fulfillment of the duties stipulated herein.

9.3 Confidentiality

- 9.3.1 Each party undertakes to keep absolutely confidential any facts and information relating to the existence of the Frame Purchase Agreement, its contents and terms, the individual purchase agreements and any related matters ("**Contractual Information**"). Except (a) where the applicable generally binding legal regulations 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 Frame 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 Frame 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-section 9.3.1 above.

- 9.3.2 If either party becomes obliged under applicable generally applicable legal regulations or relevant enforceable public authority to disclose any Contractual Information to any third party (including any public authority), that party shall (a) promptly notify the other party of that fact and use reasonable endeavours to do so, agree with the other party the timing and extent of such disclosure so that the other party may, if appropriate, take steps to protect its rights and interests with respect to the Contractual Information in question; and (b) in any event, use reasonable efforts to limit such disclosure to the extent required by applicable generally binding legal regulations, or the relevant enforceable decision of a public authority and that the confidentiality of the disclosed Contractual Information is maintained to the maximum extent possible.
- 9.3.3 Without prejudice to any other provision of this section 9.3, any press release, public announcement or other media communication in respect of any Contractual Information shall only be published or made by written agreement of the parties as to the timing, content and form of such press release, announcement or communication, and the entering into of such agreement shall not be unreasonably withheld or delayed by any party without reasonable cause.

9.4 Applicable law

- 9.4.1 Legal relations arising from the Frame Purchase Agreement which are not expressly regulated by the Frame Purchase Agreement and these GTC, including any non-contractual obligations arising in connection therewith, shall be governed exclusively by and construed exclusively in accordance with the regulations in force in the Slovak Republic, in particular the Commercial Code, without giving effect to any choice of law 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 Seller

- 9.5.1 The Buyer is obliged to notify immediately the Seller during the term of the Frame Purchase Agreement about the change in business (trading) name, registered seat, address, business ID number, bank account and other details stated in the purchase agreement. The Buyer is obliged to notify the Seller about the commencement of the bankruptcy/restructuring/enforcement procedure regarding its estate as well as about the fact that the Buyer decided on its cessation and liquidation. The Buyer is obliged to comply with its notification duty pursuant to the previous sentence within 15 days after the day when any respective circumstance occurred, and this shall be done in writing and delivered to the Seller within the previously mentioned 15-day period. In case of breach of notification duty pursuant to this section, the Buyer is obliged to pay to the Seller the contractual penalty in the amount of 100% of the nominal value of the Seller's receivables against the Buyer that the Seller possesses on the last day of stipulated 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 Frame Purchase Contract are delivered to persons pursuant to the provisions of the Section 1 a) points 1 to 5 of the Act no. 315/2016 Coll. on the partners of public sector register as amended.

In Bratislava, on 01.01.2023