



Slovnaft
MEMBER OF MOL GROUP

SLOVNAFT GROUP GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

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These SLOVNAFT GROUP GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS (the "General Terms and Conditions" or the "GTC") stipulate the rights and duties of the SELLER and the BUYER in the delivery of GOODS under a written purchase contract or a purchase order made by the BUYER and confirmed by the SELLER. Notwithstanding whether or not they are included in the CONTRACT, these General Terms and Conditions form an integral part of the CONTRACT under Section 273 of the COMMERCIAL CODE. These General Terms and Conditions are available at www.slovnaft.sk.

1. TERMS AND DEFINITIONS

PRICE

The maximum and full price for the GOODS as specified in the CONTRACT or PO (or as specified in an individual contract/order under a framework purchase contract if applicable). The PRICE includes all of the SELLER's costs for the supply of the GOODS to the BUYER. Unless otherwise mandated by the CONTRACT, the PRICE also includes the costs of packing, delivery to the place of delivery/destination, insurance and all other costs, including export and import fees, import taxes, customs duties, and any and all charges and fees applicable to the GOODS.

BUYER

SLOVNAFT, a.s., referred to as the BUYER in the CONTRACT or in the recitals of the PO and/or other company of the SLOVNAFT GROUP referred to in the CONTRACT or in the recitals of the PO. The BUYER is also indicated in the PO as the client.

PURCHASE ORDER (hereinafter referred to as the "PO")

A proposal by the BUYER addressed to the SELLER for the conclusion of a CONTRACT for the supply of the GOODS, delivered to the SELLER in the paper form or electronically (by email or ARIBA system).

COMMERCIAL CODE

Act No. 513/1991 Coll. The Commercial Code, as amended.

SELLER

A trading company or other entrepreneur referred to as the SELLER in the CONTRACT or who has accepted the BUYER's PO for delivery of the GOODS by confirmation of the PO. The SELLER is also indicated in the PO as supplier and/or contractor.

WORKING DAY

A day that is not a Saturday, Sunday or a public holiday in the Slovak Republic under Act No. 241/1993 Coll. on Public Holidays, Observances and Memorial Days as amended.

MOL GROUP

MOL Plc., based in Hungary at Dombóvári Street 28, 1117 Budapest, and any and all companies controlled by MOL Plc. through majority shareholdings.

SLOVNAFT GROUP

SLOVNAFT, a.s., based in Slovakia, at Vlčie Hrdlo 1, 824 12 Bratislava, Company ID: 31 322 832, VAT ID: SK2020372640, registered in the Commercial Register of the City Court Bratislava III, Section: Sa, File: 426/B, and any and all

companies controlled by SLOVNAFT, a.s. through a majority shareholding alone or together with a company from the MOL GROUP.

GOODS

A movable asset described and quantified in the CONTRACT or the PO.

Where chemicals and chemical preparations are the subject of the CONTRACT, they must comply with the terms of the latest version of the Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006, concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).

CONTRACT

- (i) A written purchase contract under Section 409 of the COMMERCIAL CODE executed by the SELLER and the BUYER in the paper or electronic form referring to these General Terms and Conditions.
- (ii) A written framework purchase contract together with the subsequent individual purchase contract/order under Section 409 of the COMMERCIAL CODE, executed by the SELLER and the BUYER in the paper or electronic form referring to these General Terms and Conditions.
- (iii) The PO made by the BUYER and accepted by the SELLER by means of an acknowledgement thereof in its entirety and without any additions, reservations, disclaimers, or other modifications, and which the SELLER delivers to the BUYER in a timely manner in accordance with Article 2 of these GTC.

Under the CONTRACT, the SELLER undertakes to deliver the GOODS to the BUYER and transfer ownership of the GOODS to the BUYER as specified in the CONTRACT, and the BUYER undertakes to pay the indicated PRICE for the GOODS duly delivered. In the event of a conflict, the terms and conditions set out in the CONTRACT or the PO shall prevail over the terms and conditions set out in the annexes thereto.

PARTIES

The BUYER and the SELLER jointly referred herein, and the BUYER and the SELLER individually referred herein respectively.

2. RECEIPT (CONFIRMATION) OF THE PO – CONCLUSION OF A CONTRACT ON THE BASIS OF THE PO

2.1. Unless otherwise provided by the PO, the SELLER shall, in case of a PO in paper form



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(proposal for conclusion of the CONTRACT), confirm in written the PO received from the BUYER within fifteen (15) days of sending the PO to the SELLER or within other period set forth by the PO (referred to as prompt confirmation of the PO). Unless otherwise specified in the PO, the SELLER shall, in case of a PO in electronic form (sent by e-mail or via the ARIBA system), confirm the PO (proposal for conclusion of the CONTRACT) sent by the BUYER within two (2) WORKING DAYS from the date, when the PO was sent to the SELLER, or within any other period specified in the PO in the same form as the given PO (timely receipt of the PO).

2.2. Early receipt of the PO shall take effect when the SELLER's expression of agreement with the contents of the PO was delivered to the BUYER – return of a one (1) copy of the PO signed by the SELLER/its authorized representative in the case of a paper PO, or delivery of an electronic confirmation of the PO in the case of an electronic PO (acceptance of the PO).

2.3. The CONTRACT is concluded at the moment when the acceptance of the PO becomes effective.

2.4. Receipt of the PO (confirmation of the PO) delivered to the BUYER, in the case of a PO in a paper form, after fifteen (15) days from the date, when the PO was sent to the SELLER, or within another period specified in the PO and, in the case of an PO in an electronic form, after two (2) WORKING DAYS from the date, when the PO was sent to the SELLER, or within another period specified in the PO, shall be deemed a timely receipt of the PO only provided that the BUYER has notified the SELLER thereof without undue delay after the receipt of the PO was delivered to the BUYER.

2.5. Receipt of a PO (confirmation of the PO) that contains amendments, reservations, limitations or other changes, is a rejection of the PO and shall be considered a new proposal (counterproposal) by the SELLER. The SELLER may change the delivery date of the GOODS upon confirmation of the PO provided that the PO allows such option, and the changed delivery date shall be within the scope permissible under the PO. Such a change shall not be considered a rejection of the PO.

2.6. If the SELLER delivers the GOODS in accordance with the contents of the PO and with the prior consent of the BUYER without first confirming the PO in writing for the BUYER, this shall be deemed to be receipt of the PO (confirmation of the PO) and these GTC by the SELLER without reservations.

2.7. The SELLER may send and the BUYER receive the POs sent in an electronic form (by e-mail or via the ARIBA system) without the signature of the authorized representatives of the PARTIES; these shall be binding on the PARTIES subject to the terms and conditions set forth in these GTC.

3. DATE OF DELIVERY OF GOODS, DELIVERY TERMS

3.1. The date of delivery of the GOODS is specified in the CONTRACT or in the PO. The date of delivery of the GOODS may be changed only by written agreement of the PARTIES, or by changing the date in the PO under Clause 2.5 of these GTC. The SELLER shall be entitled to deliver the GOODS before the specified date of performance only with the written consent of the BUYER, or if the CONTRACT or the PO so permits.

3.2. The place of delivery of the GOODS is specified in the CONTRACT or in the PO. If no other conditions of delivery of the GOODS are specified in the CONTRACT or in the PO, the delivery condition DDP BUYER's Registered Office – the relevant warehouse or any other specific destination/delivery point specified in the CONTRACT or in the PO shall apply under Incoterms 2020.

3.3. If the entry of motor vehicles and/or employees or subcontractors of the SELLER to the territory of SLOVNAFT, a.s. is necessary in connection with the performance of the CONTRACT, these persons are obliged to familiarize themselves in advance with the internal regulations (governing acts) of SLOVNAFT, a.s. relating to the entry and movement of persons and motor vehicles to/in the territory of SLOVNAFT, a.s., as well as the internal regulations of SLOVNAFT, a.s. relating to occupational health and safety, fire prevention, environmental protection (hereinafter together referred to as “**internal regulations**”) and the HSE requirements of SLOVNAFT, a.s. (hereinafter referred to as “**HSE requirements**”) published on the website <https://slovnaft.sk/en/about-us/our-company/supplier-center/sd-hse-requirements-for-contractors/> (the username for access to the internal regulations and the access password are specified in the CONTRACT or the PO). By entering into the CONTRACT, the SELLER declares that it has read and understood the internal regulations and HSE requirements and undertakes to comply with them in their entirety, to act in accordance with them, and also to bind its subcontractors, if any, to comply with them. The SELLER shall be responsible for the safety and health protection of its employees or employees of subcontractors and is fully liable for any damage caused to the BUYER/SLOVNAFT, a.s. by violation of internal regulations. The HSE requirements and internal regulations listed on the above website may be changed after the CONTRACT has been entered into. The BUYER shall inform the SELLER of this change in advance by sending an e-mail message, or by other appropriate means. The SELLER is obliged to familiarize themselves, and comply, with any changes to the HSE requirements and internal regulations. There is no need to enter into a written amendment to the CONTRACT to change the HSE requirements and internal regulations.

3.4. The SELLER undertakes to make its employees and subcontractors involved in the performance of the subject of the CONTRACT



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demonstrably familiar with the internal regulations and HSE requirements.

3.5. If a representative or authorized person of the SELLER causes an accident at work, fire, traffic accident or environmental pollution on the territory/premises of SLOVNAFT, a.s. or in the course of activities carried out in the interest of the BUYER, the SELLER undertakes to inform the contact person/representative of the BUYER specified in the HSE requirements without undue delay, and further undertakes to cooperate in order to investigate and clarify the incident.

3.6. The SELLER shall deliver the GOODS to the BUYER in the quantity, quality (grade) and workmanship as specified in the CONTRACT (including the terms and conditions set forth in the annexes and amendments thereto, and all specifications and other documents referred to therein). The SELLER is obliged to hand over to the BUYER the documents necessary for the acceptance and use of the GOODS, including quality certificates, attestations and instructions for use in the Slovak language. The documents shall be physically delivered together with the GOODS.

3.7. The SELLER shall indicate on the accompanying documents of the delivered GOODS the type of GOODS (detailed list of the delivered GOODS), weight/quantity, BUYER's item number of the GOODS as specified in the CONTRACT, the code of the delivered GOODS, the Combined Nomenclature code of the Customs Tariff and the number of the CONTRACT or PO of the BUYER, as well as other necessary data. The delivery of the GOODS shall be accompanied by all transport-related necessary documents; if the subject of the delivery is dangerous GOODS, they shall also be accompanied by "Safety Regulations during Transport" in the Slovak language and in the languages of the transit countries.

3.8. The SELLER shall notify the BUYER in a timely manner of the dispatch of the GOODS in writing (by e-mail), giving details of the shipment, thus enabling the BUYER to take the steps necessary to take over the GOODS.

3.9. The SELLER shall deliver the GOODS packaged in a manner necessary to preserve and protect the GOODS against any possible damage during transportation, loading, and unloading. The packaging shall comply with the requirements set out in the applicable legislation of the Slovak Republic and the European Union.

3.10. The BUYER shall have the right to inspect the quantity and quality of the GOODS, item by item, or to make any other necessary inspection at the place of delivery of the GOODS prior to acceptance of the GOODS, as well as to inspect the completeness of the accompanying documents of the GOODS.

3.11. The PARTIES shall draw up a written record of the handover and acceptance of the GOODS signed by the authorized representatives of the PARTIES.

3.12. If the BUYER discovers defects in the GOODS or incomplete documentation (certificates,

attestations, instructions for use, etc.) upon delivery by the SELLER, the BUYER shall be entitled to refuse acceptance of the GOODS.

3.13. In order to obtain a permit to enter the premises of SLOVNAFT, a.s., the SELLER is obliged to deliver to the Protection and Defense Department of SLOVNAFT, a.s. an application for the issuance of an identification card for the entry of persons and vehicles into the premises of SLOVNAFT, a.s. at least three (3) WORKING DAYS prior to the requested date of entry. The SELLER undertakes to bear all costs related to its entry into the premises of SLOVNAFT, a.s. (e.g. entry briefing, issuance of the identification card for the entry of persons and vehicles into the premises of SLOVNAFT, a.s., required personal protective equipment, etc.). If such costs are not paid directly by the SELLER upon entering the premises of SLOVNAFT, a.s., but are paid by the BUYER, the BUYER is entitled to re-invoice them to the SELLER.

4. RISK OF DAMAGE TO THE GOODS, ACQUISITION OF TITLE

4.1. The risk of loss of, or damage to, the GOODS shall pass from the SELLER to the BUYER in line with the Incoterms 2020 delivery terms specified in the CONTRACT or in the PO; otherwise, in line with the delivery terms according to Article 3, Clause 3.2. of these GTC.

4.2. The BUYER shall acquire the title to the GOODS at the moment of its acceptance at the place of delivery of the GOODS, i.e. by signing a written record of the handover and acceptance of the GOODS.

4.3. The GOODS delivered to the BUYER shall not be subject to retention of title or other similar legal restrictions.

5. PAYMENT TERMS

5.1. Upon a proper performance of its contractual obligations – delivery of the GOODS under the CONTRACT, the SELLER shall be entitled to issue an invoice to the BUYER for the PRICE within fifteen (15) days from the date of delivery of the GOODS.

5.2. The BUYER shall pay the invoiced PRICE by bank transfer within sixty (60) calendar days or within the due date of the invoice specified in the CONTRACT or in the PO to the bank account of the SELLER agreed by the PARTIES provided that this invoice meets all the required formal and content requirements set forth in Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "VAT Act")/pursuant to the relevant legislation of the country and the requirements set forth herein. The invoice due date shall commence from the date of delivery of the invoice to the BUYER, unless otherwise specified in the CONTRACT. The SELLER shall send the invoice preferably in an electronic form. The conditions for sending the invoice in electronic form are given at <https://slovnaft.sk/en/about-us/our-company/supplier-center/e-invoicing/>. If the invoice



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is delivered in a paper form, the SELLER shall deliver it to the address of the registered office or to the mailroom of the BUYER.

5.3. If the due date of the invoice falls on a Saturday, Sunday or a public holiday, the BUYER is obliged to pay the invoice no later than on the next WORKING DAY.

5.4. The invoice shall comply with the requirements of the VAT Act in force at the time of the tax liability/relevant legislation of the country concerned; the invoice shall indicate the number of the CONTRACT or the PO of the BUYER. The invoice shall be accompanied by a written record of handover and acceptance of the GOODS signed by the BUYER.

5.5. If the invoice does not meet the content or formal requirements required under the VAT Act/relevant legislation and these GTC, or if it is not accompanied by a written record of the handover and acceptance of the GOODS signed by the BUYER, or if the other conditions for the issuance and payment of the invoice have not been met, the BUYER is entitled to return the invoice to the SELLER and to request the SELLER to remedy the deficiencies by issuing a new invoice. In such case, the new invoice due date shall commence on the date, on which all identified deficiencies have been corrected and a new invoice has been delivered to the BUYER. If the due date of the new invoice falls on a Saturday, Sunday or a public holiday, the BUYER is obliged to pay the invoice no later than on the next WORKING DAY.

5.6. If the BUYER discovered defects in the GOODS within the invoice due date, the BUYER shall be entitled to withhold the payment of its monetary obligations to the SELLER until such defects are remedied. Such withholding of funds shall not be deemed a default by the BUYER in payment of the invoiced amount.

5.7. If the BUYER provided a prepayment, unless otherwise agreed, the SELLER is obliged to provide a bank guarantee, the parameters of which shall be specified in the CONTRACT or in the PO (unless otherwise specified in the CONTRACT/PO).

5.8. The BUYER shall also be entitled to withhold the payment of its monetary obligations to the SELLER until delivery of all documentation required to be delivered together with the GOODS under the CONTRACT, the nature of the GOODS to be delivered, or pursuant to the legal regulations and technical standards, or by agreement of the PARTIES, in which case the BUYER shall not be in default.

5.9. If the BUYER is in default in the payment of the invoice within the originally agreed or extended due date of the invoice, the SELLER shall be entitled to claim interest on the amount, with the payment of which the BUYER is in default, for the period of delay, at the rate of the base interest rate of the European Central Bank in force on the first day of delay in the performance of the monetary obligation plus nine (9) percentage points; the default interest rate so determined shall apply

throughout the period of delay in the performance of the monetary obligation. The interest thus charged shall be due and payable within fourteen (14) days from the date, when SELLER delivered the statement to BUYER.

5.10. The BUYER's payment obligation shall be deemed to be fulfilled on the date, on which the relevant payment was debited from the BUYER's bank account.

5.11. The BUYER shall bear the bank charges of its own bank. Any other bank charges (including the charges of the SELLER's bank and correspondent banks) shall be borne by the SELLER.

5.12. The BUYER is entitled to set off its overdue claim against the SELLER, as well as an overdue claim against the SELLER acquired by assignment from another member of the SLOVNAFT/MOL GROUP, even without the consent of the SELLER, against any overdue claim of the SELLER against the BUYER. The BUYER is obliged to inform the SELLER in writing of the set-off.

5.13. The SELLER based in the Slovak Republic declares that, as of the date of conclusion of the CONTRACT, it does not apply the special regulation in the application of VAT upon receipt of the payment for the supply of goods or services within the meaning of Section 68 (d) of the VAT Act.

If the SELLER decides to start applying the above-mentioned regulation pursuant to Section 68 (d) of the VAT Act, the SELLER is obliged to inform the BUYER of this fact immediately in writing. The SELLER applying the regulation under Section 68 (d) of the VAT Act is also obliged to immediately inform the BUYER in writing of the end of application of such regulation.

If, as a result of incorrect application of VAT by the BUYER resulting from the failure of the SELLER to provide information on the application of the special regulation pursuant to Section 68 (d) of the VAT Act, the tax administrator additionally imposes a fine or any other sanction on the BUYER under the applicable legislation, the SELLER shall be obliged to pay these to the BUYER.

5.14. The SELLER based in the Slovak Republic declares that it deems the GOODS not to be a performance pursuant to Section 69 (12) (j) of the VAT Act (supply of construction work, including the supply of a building, or part thereof), which falls under Section F within the meaning of Commission Regulation (EU) No. 1209/2014 of 29 October 2014 amending Regulation (EC) No 451/2008 of the European Parliament and of the Council establishing a new statistical classification of products by activity (CPA) and repealing Council Regulation (EEC) No 3696/93 ("the Regulation establishing a new statistical classification of products"). The SELLER acknowledges that, in case of a "combined performance" in terms of the VAT Act, the SELLER is obliged to determine the method of taxation with respect to the principal performance. The SELLER further declares that the principal performance, which determines the



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nature of the performance, is not an activity classified under Section F of the Regulation establishing a new statistical classification of products and, therefore, the GOODS are not subject to the reverse charge within the meaning of Section 69 (12) (j) of the VAT Act.

If the SELLER considers that the GOODS are a performance under Section 69 (12) (j) of the VAT Act, the reverse charge shall apply to the GOODS under Section 69 (12) (j) of the VAT Act. The SELLER is obliged to indicate in the invoice the verbal information "reverse charge" and the relevant code(s) of the activities carried out within the meaning of the Regulation establishing a new statistical classification of products.

5.15. The SELLER shall be responsible for the correct classification of the GOODS, as well as for the correct issue of the invoice within the meaning of the VAT Act. If, as a result of the incorrect classification of the GOODS, the BUYER is subject to a fine or any other sanction imposed by the tax authorities under applicable law, the SELLER shall be liable to pay these to the BUYER.

5.16. By concluding the CONTRACT, the SELLER based in the Slovak Republic declares that it has notified the tax administrator of the bank account number specified in the CONTRACT or in the document submitted by the SELLER to the BUYER at the conclusion of the CONTRACT as the bank account number that the SELLER uses for business purposes under Section 6 of the VAT Act. The SELLER also declares that it will accept the payments of invoices under the CONTRACT to the bank account number notified to the tax administrator as the bank account number used for business. Should the SELLER change the bank account number used for business, the SELLER is obliged to notify, in addition to the tax administrator, also the BUYER of the new bank account number. If the failure of the SELLER to notify the tax authorities of the bank account number would result in the BUYER being imposed by the tax authorities with a liability for tax, fines or sanctions, the BUYER shall be entitled to demand payment thereof from the SELLER.

5.17. If the SELLER has its registered office/place of business outside the territory of the Slovak Republic, the PARTIES shall proceed with the settlement of their tax obligations in accordance with the laws of their state of residence and in accordance with the applicable international legal norms, treaties, and agreements.

5.18. If the SELLER has its registered office/place of business outside the territory of the Slovak Republic and in the case of delivery of the GOODS subject to excise duty, the SELLER will not apply excise duty and will apply the delivery of the GOODS under the tax suspension regime. If the SELLER has its registered office/place of business in the territory of the Slovak Republic and in the case of delivery of GOODS subject to excise duty, the SELLER shall proceed in accordance with the relevant Excise Duty Act.

5.19. If the SELLER, who has its registered

office/place of business outside the territory of the Slovak Republic, becomes obliged to pay tax of any kind by withholding it from the payment under the CONTRACT, or if the BUYER becomes obliged to pay tax by withholding it from the payment payable to the SELLER, the BUYER shall remit such withheld tax to the appropriate tax authority and provide the SELLER with a confirmation of the payment of the withheld amount together with the payment less such withheld amount. The foregoing means that the BUYER shall be entitled to reduce the payment by an amount equivalent to such withheld amount.

5.20. Before the BUYER is required to make the first payment under the CONTRACT, the SELLER shall provide the BUYER with a Tax Residency Certificate showing that the SELLER's profits are subject to taxation in the country of SELLER's registered office in accordance with the applicable double taxation avoidance agreement. If the SELLER fails to submit the Tax Residency Certificate and the relevant tax authority imposes a fine on the BUYER in respect of the incorrectly paid amount of the withholding tax, the SELLER undertakes to reimburse the BUYER for such fine or any other sanctions that the BUYER would be obliged to pay to the relevant tax authority in this respect.

6. LIABILITY FOR DEFECTS IN GOODS

6.1. The SELLER shall be liable to the BUYER for the fact that the GOODS will be delivered in accordance with the terms and conditions set out in Article 3 of these GTC and that the GOODS delivered:

- a) meet the conditions set out in the CONTRACT and are in accordance with generally binding legal regulations (including legal regulation concerning the manufacturer's liability for a product) and with other official regulations and requirements and technical standards;
- b) are fit and adequate for the purposes for which they have been produced and sold and for the purposes for which the BUYER intends to use the given goods, including special purposes which the SELLER knows or should know or are specified in the CONTRACT;
- c) have no hidden or obvious defects;
- d) are not encumbered with any third party claim or right including any intellectual property rights (in particular, but not limited to, copyright and industrial rights) (i.e. is free from legal defects);
- e) will be transferred to the BUYER's ownership under the valid legal title.

6.2. The SELLER shall be obliged, at its own expense without undue delay, within seven (7) working days based on a written complaint of the BUYER and as required by the BUYER:

- a) completely remedy defects of the GOODS by repair, if the defects are remediable, or
- b) deliver replacement GOODS for defective GOODS, or
- c) provide the BUYER a reasonable discount on



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the PRICE.

If the SELLER fails to remedy the defects of GOODS or fails to deliver replacement GOODS for defective GOODS within seven (7) WORKING DAYS from the date of receipt of a written complaint of the BUYER, the BUYER shall be entitled, upon a prior notification of the SELLER, to carry out itself or through a third party remedy of the defects of GOODS or procure replacement GOODS for defective GOODS at the SELLER's expense.

6.3. The BUYER shall be entitled to make a choice among the claims in respect of the GOODS defects set out in paragraph 6.2. of these GTC. In addition to the claims set out in paragraph 6.2. of these GTC, the BUYER shall also be entitled to withdraw from the CONTRACT in case that the GOODS have defects.

6.4. Unless otherwise specified in the CONTRACT, the SELLER shall provide a twenty-four (24) month quality warranty for the GOODS as of the date of delivery of GOODS by the SELLER to the BUYER. Should the SELLER provide the BUYER with a quality warranty period in excess of that set out in the preceding sentence, such longer warranty period shall apply.

6.5. If the durability period/best use date is indicated on the delivered GOODS packing, the warranty shall not terminate prior to expiry of this period. The SELLER shall be obliged to deliver the BUYER only such GOODS for which the current durability period/best use date (consumption) is not shorter than 2/3 of the overall durability period/best use date (the period between the GOODS production and consumption recommended by the manufacturer), otherwise sufficiently ahead of the end of the durability period/best use date (consumption).

6.6. The warranty period shall be suspended for the period over which the BUYER cannot use the GOODS owing to their defects for which the SELLER is liable.

6.7. In addition to the rights set out in paragraphs 6.2. and 6.3. of these GTC, the BUYER shall be entitled to compensation of damage as well as a contractual penalty pursuant to Art. 7 of these GTC.

7. CONTRACTUAL PENALTY AND COMPENSATION OF DAMAGE

7.1. If the obligation to deliver the GOODS within the GOODS delivery period under the CONTRACT is not met by the SELLER for any reason (hereinafter referred to as "delayed performance"), the BUYER shall be entitled to charge to the SELLER contractual penalty of 1 % of the overall PRICE for each commenced day of the delay, however, with a maximum amount up to 30 % of the overall PRICE. If the SELLER falls in delay with the delivery of the GOODS, it shall be obliged to meet its obligation within an additionally determined deadline approved by the BUYER, if the BUYER is interested in delayed delivery of the GOODS. Failure to deliver the GOODS even within

the additionally determined deadline shall be deemed the non-performance (frustration) of the CONTRACT, which however shall not relieve the SELLER from its obligation to pay a contractual penalty to the full extent for delayed performance.

7.2. If the GOODS delivered by the SELLER have any defects, the BUYER shall be entitled to charge to the SELLER a contractual penalty of 20 % of the PRICE of the defective GOODS.

7.3. If the SELLER delivers the GOODS to the BUYER in lower quantities or just a part thereof, the BUYER shall be entitled to charge to the SELLER a contractual penalty of 20 % of the PRICE of the missing GOODS.

7.4. If the SELLER knows in advance that it will not be able to perform in accordance with the content of the CONTRACT (delayed performance, defective performance or non-performance) and fails to notify without undue delay the BUYER thereof, the BUYER shall be entitled to charge to the SELLER a contractual penalty of 20 % of the overall PRICE.

7.5. If the SELLER breaches the confidentiality obligation set out in Article 10 of these GTC, the BUYER shall be entitled to charge to the SELLER a contractual penalty of 20 % of the overall PRICE.

7.6. In case of frustration of the CONTRACT by the SELLER, the BUYER shall be entitled to charge to the SELLER a contractual penalty of 50 % of the overall PRICE.

7.7. In case of a breach of the obligations set out in the second and third sentence of point 3.6 of these GTC, the BUYER shall be entitled to charge to the SELLER a contractual penalty of € 50 for each individual breach of this provision.

7.8. The BUYER shall be entitled to request the SELLER to pay a contractual penalty in the amount specified below if the following violation(s) of the internal regulations valid in the premises/objects of SLOVNAFT, a.s. or generally binding legal regulations has/have been proved to the SELLER, its employee or a person authorised by the SELLER to perform the obligations under the CONTRACT:

- detection of alcohol consumption if the result of the positive SB test (special breath alcohol test) has been up to 0.14 mg/l, narcotic and psychotropic substances in the organism of the tested person or their bringing into the premises/objects of the SLOVNAFT, a.s.300,- €
• detection of alcohol consumption if the result of the positive SB test has been above 0.14 mg/l or the tested person has refused to undergo the SB test or a blood alcohol consumption test or the tested person had two positive tests of up to 0.14 mg/l during the last six (6) months600,- €
• violation of the smoking ban in the premises of the SLOVNAFT, a.s., out of reserved area600,- €
• Failure to secure the object100,- €



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- unauthorized entry into the premises/objects of SLOVNAFT, a.s. using an invalid or somebody else's identification card (hereinafter referred to as "IC").....350,- €
- property injury caused to the SLOVNAFT, a.s.350,- €
- Unauthorized removal of material from the premises/objects of SLOVNAFT, a.s. without relevant documents200,- €
- violation of the no photography rule in the premises of SLOVNAFT, a.s.1 000,- €
- exceeding the maximum speed limit of a motor vehicle on the intra-company special-purpose roads of the SLOVNAFT, a.s. premises.100,- €
- non-compliance with the rules of road traffic safety and continuity on the intra-company special-purpose roads of the SLOVNAFT, a.s. premises, except for exceeding the maximum permissible speed50,- €

7.9. Misuse of an IC in order to enable entry of any other person, passage of any other vehicle or entry into the premises/objects of SLOVNAFT, a.s. for a purpose other than for which the entry permit has been issued shall result in a permanent prohibition of entry into the premises/objects of the SLOVNAFT, a.s.

7.10. Forcible surmounting of the safety elements, fencing, transition checking devices, and barrier-mechanical means into and out of the premises/objects of SLOVNAFT, a.s., as well as an unauthorized entry and exit in other than permitted manner described in the internal regulation SEC_1_SN2 - Security Rules for the Objects of SLOVNAFT, a.s., shall result in a permanent prohibition of entry into the premises/objects of SLOVNAFT, a.s.

7.11. If a theft or attempted theft has been proven by the Protection and defense of SLOVNAFT, a.s. to an employee or a person entrusted with the performance of the SELLER's obligations under the CONTRACT, the BUYER shall be entitled to charge to the SELLER a contractual penalty of 1000,- € It shall also result in a permanent prohibition of entry for the person concerned into the premises/objects of SLOVNAFT, a.s.

7.12. The BUYER shall be entitled to claim compensation of damage incurred through a breach of the obligation to which the contractual penalty as per this article of these GTC applies. The BUYER shall be entitled to claim from the SELLER compensation of damage in excess of the contractual penalty.

7.13. The SELLER shall be obliged to pay a contractual penalty and/or compensation of damage charged by the BUYER in accordance with these GTC within fourteen (14) days from the date of issue of an invoice by the BUYER to the SELLER. The settlement will occur based on the invoice, while such invoice shall not be deemed an

invoice for the VAT purposes. The SELLER's payment obligation in the payment of the contractual penalty and/or compensation of damage shall be met on the day of crediting the owed amount to the BUYER's bank account.

7.14. The takeover of performance from the SELLER which is not in compliance with the content of the CONTRACT shall under no circumstances mean a waiver of any BUYER's claims resulting from the breach thereof.

7.15. If the SELLER issues an invoice which fails to meet the elements pursuant to the VAT Act/relevant legislation and the penalty or any other sanction is imposed to the BUYER by the financial administration authorities of the Slovak Republic (e.g. non-recognition of the right to VAT deduction, etc.), the BUYER shall be entitled to charge to the SELLER compensation of damage in the amount of thus imposed penalty or other sanctions and the SELLER shall be obliged to pay such invoice to the BUYER.

8. TERMINATION OF THE CONTRACT

8.1. This CONTRACT may be terminated early by a written agreement of the PARTIES.

8.2. The BUYER is entitled to withdraw from the CONTRACT in writing, even in part, and the CONTRACT (in whole or in part) shall terminate in cases of material breach of the CONTRACT on the date of delivery of the written withdrawal notice to the SELLER, without affecting any other rights of the BUYER under the CONTRACT, whereby cases of material breach of the CONTRACT by the SELLER shall include, in particular, any of the following:

- a) the SELLER has been in delay with the delivery of the GOODS for more than seven (7) days from the date of delivery thereof under the CONTRACT, or
- b) the SELLER has materially breached the conditions of the Business Partner Code of Ethics of MOL GROUP, or
- c) the SELLER has breached its confidentiality/non-disclosure obligation pursuant to Article 10 of these GTC, or
- d) a statement or behavior/acting of the SELLER has impaired the reputation or business creditability of the BUYER, or
- e) the delivered GOODS display defects, or
- f) it is obvious prior to expiry of date of delivery of the GOODS under the CONTRACT that the SELLER will have been in delay with the delivery thereof or that it will have breached the CONTRACT otherwise in a material manner, or
- g) the SELLER has breached the obligations related to insurance, or
- h) the SELLER has repeatedly or materially breached its other contractual obligations set forth in the CONTRACT, or
- i) the SELLER is insolvent, has filed a bankruptcy petition, a bankruptcy order has been filed for its assets, or the bankruptcy proceedings have been suspended due to insufficient assets of the SELLER or the restructuring proceedings have



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been initiated against the SELLER or the SELLER has entered into liquidation, or

j) there have occurred other reasons for the BUYER's withdrawal set out elsewhere in these GTC.

8.3. The SELLER is entitled to withdraw from the CONTRACT in writing in cases of material breach of the CONTRACT, and the CONTRACT shall terminate in cases of material breach of the CONTRACT on the date of delivery of the written withdrawal notice to the BUYER, cases of material breach of the CONTRACT by the BUYER are the following:

a) the BUYER has been in delay with the payment of the invoice properly issued by the SELLER for the GOODS delivered properly and in a timely manner for more than thirty (30) days upon expiry of the maturity thereof, or

b) the BUYER is insolvent, has filed a bankruptcy petition, a bankruptcy order has been filed for its assets or the bankruptcy proceedings have been suspended due to insufficient assets of the BUYER, the restructuring proceedings have been initiated towards the BUYER, or the BUYER has entered into liquidation.

8.4. In the cases stated above the SELLER and the BUYER shall be entitled to withdraw from the CONTRACT at their own discretion.

8.5. In case of withdrawal from the CONTRACT, the PARTIES shall mutually settle their receivables and payables arisen until the effective date of withdrawal from the CONTRACT, within thirty (30) days from the effective date of withdrawal from the CONTRACT.

8.6. A written notice of withdrawal from the CONTRACT shall be delivered to the other PARTY by a registered letter with return receipt sent to the address set out in the CONTRACT, unless other delivery address is provably announced to the withdrawing PARTY.

8.7. The BUYER shall be entitled to withdraw in writing from the CONTRACT without giving a reason and without any obligation for compensation of damage with one (1) month period of notice, unless otherwise stipulated in the CONTRACT, by a registered letter with a return receipt sent to the address of the SELLER specified in the CONTRACT, unless other delivery address is provably notified to the BUYER by the SELLER. The notice period shall commence on the first day of the calendar month following the delivery of the notice.

8.8. Termination of the CONTRACT for any reason whatsoever shall not affect the right for compensation of damage (arising out of the breach of the CONTRACT), the contractual provisions relating to the choice of law, settlement of disputes between the PARTIES, contractual penalty, defect liability, and other provisions which according to the manifestation of the will of the PARTIES or with respect to their nature shall survive the termination of the CONTRACT.

9. FORCE MAJEURE

9.1. It shall not be considered a breach of the CONTRACT, if either of the PARTIES is unable to fulfil its contractual obligations due to an obstacle occurred beyond the will of the liable PARTY and is prevented by this obstacle from performing its obligation, unless it can be reasonably assumed that the liable PARTY could have averted or overcome this obstacle or the consequences thereof and could have foreseen this obstacle at the time of establishment of the obligation (e.g. war, nation-wide strike, earthquake, flood, fires, terrorist attack, etc.), with such obstacle directly preventing the PARTY that invokes its occurrence from performing its obligations (hereinafter referred as "**circumstances excluding liability/Force Majeure**").

9.2. The PARTY which is in breach of its obligation or which, taking into account all the circumstances, should know that it will have breached its obligation arising out of the CONTRACT as a result of circumstances excluding liability/Force Majeure shall be obliged to notify the other PARTY in writing of the threat or the occurrence of circumstances excluding liability/Force Majeure along with the consequences and the expected duration thereof. This PARTY shall be obliged to submit the notification without undue delay after it becomes aware of these circumstances or could have been aware while exercising due diligence. The damage resulting from the failure to notify or from late notification of the threat or occurrence of circumstances excluding liability /Force Majeure shall be borne by the PARTY responsible for such late notification.

At the request of the other PARTY, the affected PARTY shall submit a document confirming the existence of the circumstances excluding liability/Force Majeure issued by the respective authorities or an organization representing the interests of the country of origin.

9.3. Unless otherwise agreed in writing by the PARTIES, the contractually agreed periods shall be extended by the duration of the circumstances excluding liability/Force Majeure.

9.4. If the duration of the circumstances excluding liability/Force Majeure exceeds thirty (30) days, the PARTIES shall be obliged to conduct negotiations about possible change/modification of the CONTRACT. Unless such negotiations are completed successfully within ten (10) days, either of the PARTIES shall be entitled to withdraw from the CONTRACT. The PARTIES shall be obliged to settle without undue delay their mutual receivables and payables arisen prior to the termination of the CONTRACT.

9.5. By concluding the CONTRACT, the PARTIES declare that they are both aware of the existence of the coronavirus pandemic (COVID-19) and of the content of the official restrictive measures issued by the authorities in the Slovak Republic and/or in any other state relevant to the subject matter of the CONTRACT by the date of conclusion of the CONTRACT and undertake to



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perform their obligations under the CONTRACT with this knowledge. The PARTIES declare that the coronavirus pandemic (COVID-19) does not in itself constitute grounds for exemption from the contractual obligations under the CONTRACT.

9.6. By concluding the CONTRACT, the PARTIES declare that they are both aware of the Russian invasion of Ukraine, which commenced on 24 February 2022, and undertake to perform their obligations under the CONTRACT with that knowledge. The PARTIES declare that the Russian invasion of Ukraine does not in itself constitute grounds for exemption from the contractual obligations under the CONTRACT.

10. CONFIDENTIALITY OBLIGATION

10.1. The PARTIES agree that all information and facts acquired by them in any manner about the other PARTY and its activity in connection with the conclusion and performance of the CONTRACT, but not only in connection therewith, as well as the contents of the CONTRACT shall be deemed confidential and have the nature of a trade secret. The PARTIES shall be obliged not to disclose or make such information and facts available to third parties and not to use them for any purpose other than for the performance of the CONTRACT.

This provision shall not apply to disclosure of information by the BUYER to the BUYER's subsidiaries, the parent company MOL Plc. or the MOL GROUP companies, as well as to its auditors, legal and tax counsellors, financial and insurance institutions that are either bound by the general professional confidentiality obligation stipulated or imposed by law or are obliged to maintain confidentiality based on a written agreement with the BUYER.

10.2. The obligation of non-disclosure (confidentiality) shall not apply to the information and facts that:

- a) are publicly available or which become public not due to the fault of the receiving PARTY, or
- b) have been provably known to the other PARTY prior to the conclusion of the CONTRACT, or
- c) the PARTY has obtained from a third party which is not bound by the confidentiality obligation towards the PARTY whom such information concerns, or
- d) are to be made available and disclosed in accordance with the generally binding legal regulations, stock exchange regulations or request of the competent authorities to the extent specified by the applicable generally binding legal regulations.

10.3. The SELLER undertakes to provably bind also its employees and subcontractors to comply with the confidentiality obligation pursuant to this article.

10.4. Termination of validity and effectiveness of the CONTRACT for any reason shall not affect the confidentiality obligation which shall survive the

termination of validity and effectiveness of the CONTRACT.

11. INSURANCE

11.1. The SELLER who enters the BUYER's premises in connection with the performance of the CONTRACT by concluding the CONTRACT declares that it has taken out effective policies to the extent of the insurance below and undertakes to maintain these policies valid and effective over the term of the CONTRACT and duly pay the premium. The SELLER shall be obliged to present the BUYER at its request with the copies of these policies.

11.2. The required scope of insurance at the SELLER's expense:

- ▶ property damage insurance to cover losses or damages to the SELLER's property,
- ▶ third party liability insurance for damage caused in the performance of its activities, which also covers any damage caused by the SELLER to the BUYER in the performance of the CONTRACT and/or defective performance of the CONTRACT.

The foregoing shall not affect in any way whatsoever other insurance obligations which the SELLER is obliged to meet under the applicable generally binding legal regulations.

11.3. The preceding conditions relating to insurance shall not limit in any way whatsoever the obligations and liabilities of the SELLER for the losses and damages set out in these GTC and in the applicable generally binding legal regulations.

12. DELIVERY, COMMUNICATIONS, REPRESENTATIVES OF THE PARTIES

12.1. Any notice to be sent by either PARTY to the other PARTY under the CONTRACT, in particular, but not limited to, notices, requests, proposals, appeals or other legal acts containing the exercise of a right or a claim, shall be delivered in person or by a registered letter at the address of the other PARTY specified in the CONTRACT, unless other delivery address is provably notified to the PARTY and provided that no other method of delivery is set out in these GTC or in the CONTRACT.

12.2. If the PARTY to whom the notice is addressed does not accept it for any reason, it shall be deemed to have been delivered (i) on the date of expiry of the collection period in the case of deposit at the post office, even if the PARTY to whom the notice is addressed did not become aware of the delivery (deposit at the post office), or (ii) on the date on which the PARTY to whom the notice is addressed refuses to accept the delivery of the parcel.

12.3. In case of personal delivery, the notice shall be deemed to have been delivered upon its physical delivery to the addressee, in case of the BUYER at its mailroom. In the cases set out in these GTC or in the CONTRACT a notice may be also delivered by e-mail. In case of notices to be delivered by e-mail, a notice shall be deemed to



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have been received (delivered) at the time of its sending by the PARTY to the e-mail address of the other PARTY (contact person of the BUYER specified in the CONTRACT, or the contact person of the SELLER set out in the CONTRACT), unless other e-mail delivery address is provably notified to the PARTY in compliance with these GTC provided that if such notice is sent after 03:00 pm on the WORKING DAY or on Saturday, Sunday or public holiday, such notice shall be deemed to have been delivered on the next WORKING DAY.

12.4. All information and requests and any other communications related to the CONTRACT in technical and commercial matters shall be forwarded and notified by the PARTIES in writing, i.e. by letter or e-mail to the contacts set out in the CONTRACT or its annexes.

13. FINAL PROVISIONS

13.1. The SELLER shall be entitled to make references to the CONTRACT or to the co-operation with the BUYER only upon a prior written and explicit consent of the BUYER. The BUYER shall be entitled to revoke its prior consent at any time in writing without giving a reason.

13.2. The BUYER shall be entitled to assign/transfer the CONTRACT or any part thereof as well as the respective rights and obligations arising for it out of the CONTRACT to a third party and it shall be obliged to notify the SELLER thereof in writing in advance. By concluding of the CONTRACT, the SELLER gives its irrevocable consent to such assignment/transfer.

13.3. The SELLER shall not be entitled to assign/transfer the CONTRACT or any part thereof or the respective rights and obligations arising out of the CONTRACT to a third party without a prior written consent of the BUYER.

13.4. The legal relations of the PARTIES arising from the CONTRACT and not expressly provided for in the CONTRACT shall be governed by the relevant provisions of the COMMERCIAL CODE (in particular the provisions of Section 409 et seq. governing the contract of sale), as well as by other relevant generally binding legal regulations of the Slovak Republic. The PARTIES exclude the application of the provisions of the UN Convention on Contracts for the International Sale of Goods to the rights and obligations not regulated in the CONTRACT, including these GTC, as well as the application of the provisions of any conflicts of law rules.

13.5. The PARTIES shall endeavor to settle any disputes related to the CONTRACT amicably (out-of-court). If the disputes are not settled amicably out-of-court, any disputes arising out of the CONTRACT, including those concerning its validity, interpretation or annulment, shall be decided by the court of the Slovak Republic with subject-matter and territorial jurisdiction.

13.6. If the SELLER has its registered office/place of business outside the territory of the Slovak Republic, differently from point 13.5. above, the PARTIES have agreed by concluding the

CONTRACT (by confirming the PO) that all disputes arising out of or related to the CONTRACT (including disputes on non-contractual claims) will be decided in arbitration according to the Rules of Procedure of the Arbitration Court of the Slovak Bar Association. The number of arbitrators shall be three (3). The language of the arbitration shall be English. The place of arbitration shall be Bratislava (Slovak Republic). The arbitration clause shall be governed by the law of the Slovak Republic.

13.7. By conclusion of the CONTRACT the SELLER confirms that it has read the MOL GROUP Business Partner Code of Ethics available at www.slovnaft.sk or www.molgroup.info, it understands its contents and indicates its willingness to abide by it and be bound by its provisions and rules, and at the same time, the SELLER declares that it will not plead lack of knowledge or misunderstanding of these requirements during the performance of the CONTRACT.

13.8. The SELLER undertakes to immediately inform the BUYER on a breach of the MOL GROUP Code of Ethics and Business Conduct and the implementation of corrective actions.

13.9. The SELLER acknowledges that if norms of the MOL GROUP Business Partner Code of Ethics are permanently or substantially breached in the sphere of interest of SELLER (i.e. by own conduct or by suppliers or sub-contractors, intermediaries, proxies or agents) the BUYER reserves the right to apply corrective measures up to and including termination of business co-operation in accordance with the applicable law, irrespective of the otherwise applicable legal consequences set forth in these GTC.

13.10. The SELLER acknowledges that breach of the MOL GROUP Code of Ethics and Business Conduct can be determined in accordance with the principles stated in the MOL GROUP Ethics Council Rules of Procedure (Appendix of the MOL GROUP Code of Ethics and Business Conduct) under which the MOL GROUP Ethics Council has the power to establish material ethics breach.

13.11. If allegations of non-compliance or breach emerge, the SELLER commits itself to co-operate in clarification. As part of this co-operation MOL GROUP companies participating in the clarification, may ask for verification by any of the following means and for corrective measures if there is a reason for concern:

- Self-Assessment: fill in a questionnaire, conduct internal investigation or solicit information from a third party, e.g. a data provider or public information on compliance.
- Certifications/Statements: certification or statement confirming compliance.
- On-Site Audits: MOL GROUP or a third party acting on MOL GROUP's behalf may ask the SELLER for permission to verify compliance on site.

13.12. By conclusion of the CONTRACT, the SELLER confirms that it has read the CODE OF



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RESPONSIBLE PROCUREMENT available at <https://molgroup.info/en/about-mol-group/supplier-center/responsible-procurement>, it understands its contents, indicates its willingness to abide by it and be bound by its provisions and rules, and at the same time, the SELLER declares that it will not plead lack of knowledge or misunderstanding of these requirements during the performance of the CONTRACT.

13.13. By conclusion of the CONTRACT, the SELLER certifies that it has reached the document ARIBA NETWORK on <https://slovnaft.sk/en/about-us/our-company/supplier-center/ariba-network-conditions/>, it has studied and understood what has been stipulated therein, expresses its consent to be bound by the obligations deriving therefrom and when performing the CONTRACT SELLER may not refer to the lack of knowledge of these requirements.

13.14. Change in identification data of the PARTIES incorporated in the Business Register/Trade Register or other register (e.g. change of registered office/principal place of business, representative) as well as change in identification numbers (in particular VAT ID No.), change in the bank account number, change in the department responsible for the conclusion and performance of the CONTRACT or change in contact and authorized persons shall not be deemed the changes requiring an amendment to the CONTRACT. The PARTY shall be obliged to notify the other PARTY of changes in these data in writing without undue delay, however, not later than ten (10) days prior to adoption of any change, or within ten (10) days after these changes come into force (registration). If the SELLER fails to meet its notification obligation pursuant to the foregoing and damage is incurred by the BUYER on these grounds, the SELLER hereby undertakes to indemnify the BUYER for the damage incurred.

13.15. PARTIES shall comply with the rules of the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter referred to as "**Regulation**") and Act No. 18/2018 Coll. on Personal Data Protection and on amendment and supplementation of certain acts (hereinafter referred to as "**Act**") when processing personal data. According to the CONTRACT both PARTIES shall be deemed as data controllers concerning the personal data of contact persons and other cooperating subjects specified in the CONTRACT. The PARTIES process the following personal data of the contact persons and other cooperating persons: name, surname, title, e-mail address, telephone number, company address, job position/function, signature.

By concluding the CONTRACT, the PARTIES declare that they have a legal basis for the provision (transfer) of personal data and the data subject has been informed of the provision of

personal data to the other PARTY. The privacy notice shall contain the elements required by the Regulation respectively by the Act.

All information regarding the protection of personal data and the rights of the data subject in the processing of personal data and obligations of the BUYER as the controller is published and updated on the website <https://slovnaft.sk/sk/>.

If an employee or any other person of the SELLER who has been entrusted with the performance of the CONTRACT enters the premises of SLOVNAFT, a.s. and for the purpose of authorizing the entry, the personal data of this person is provided in advance to SLOVNAFT, a.s., the SELLER shall make available to these persons prior to the provision of the data the Declaration on the processing of personal data the privacy notice for Entry procedure, which is available on the website www.slovnaft.sk, About us, the link Personal data protection.

Based on the request of any PARTY, the other PARTY undertakes to demonstrate at any time the provision of privacy notice, including the transfer of personal data within the meaning of the above provisions.

13.16. By concluding the CONTRACT, the PARTIES declare that the subject matter of the CONTRACT, as well as future business relations between the PARTIES and third parties relating to the subject matter of the CONTRACT, and the PARTIES themselves and their representatives, are not subject to restrictive measures by the United States of America, the United Nations Security Council, the European Union, a Member State of the European Union or the United Kingdom (hereinafter referred to as "**Trade Restrictions**"). Neither PARTY shall be obliged to perform any obligation required by CONTRACT against the other PARTY (including without limitation an obligation to perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity), if such performance violates applicable Trade Restrictions.

13.17. The CONTRACT may be modified and amended only based on a written agreement of both PARTIES.

13.18. The special terms set out in the CONTRACT (or PO) shall take precedence over the provisions of these GTC.

13.19. These GTC shall apply to the contractual relationship established by the CONTRACT (by acceptance of the PO) exclusively. Different business terms and conditions of the SELLER shall not apply to the contractual relationship established by the CONTRACT (by acceptance of the PO) even if it has notified the BUYER of its own, different terms and conditions or if such terms and conditions are printed on documents of the SELLER, in particular on the PO acknowledgement.

13.20. The BUYER shall be entitled to amend these GTC at any time. The amended GTC shall become an integral part of the CONTRACT once approved by the SELLER. The SELLER shall



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agree to an amendment to the GTC if it has not notified the BUYER in writing within 15 days from the date of delivery thereof of its disagreement therewith. To avoid any doubt, an amendment to the GTC shall not affect the validity and effectiveness of the CONTRACT entered into prior

to the amendment of the GTC.
13.21. These GTC come into force and effect on the date of their issue.

In Bratislava, on 1st July 2024