Slovnaft
MEMBER OF MOL GROUP

Claims procedure of the SLOVNAFT, a.s. company relating to the sale of motor fuels, lubricants, fuel oils, bitumen, chemicals and LPG

Preamble

The SLOVNAFT, a.s. develops every effort so that in its commitment regarding the wholesale sale of its products it properly fulfils all obligations arising from concluded contracts, all relevant valid and effective Slovak legislation and all the applicable technical standards it is committed to maintaining. In the fulfilment of these commitments there is an interest in the highest possible customer satisfaction, while placing a great emphasis on the continuous improvement of company activities and procedures in accordance with the international standard for quality management systems ISO 9001:2008 and relevant legislation. Based in meeting its contracting partners and in the interest of simplifying and expediting the procedure in which it is necessary to deal with the complaints of contracting partners, in good faith provides the SLOVNAFT, a.s. this Claims Procedure for the wholesale sales of motor fuels, lubricants, fuel oils, bitumen, chemicals and LPG (liquefied petroleum gas)

I. Part – General Provisions

1. Introductory Provisions

1.1 This Claims Procedure (hereinafter referred to as "CP") of SLOVNAFT, a.s., headquartered in Vlčie hrdlo 1, 824 12 Bratislava, ID: 31 322 832, company registered in the Commercial Register of the Bratislava I District Court, Sec. Sa, no. 426/B (hereinafter referred to as "SLOVNAFT" or the "SLOVNAFT company" in the corresponding grammar form) regulates the procedure, rights and obligations of SLOVNAFT, a.s. and its contracting partner (hereinafter referred to as the "Customer") in the solving of inducements – claims and/or complaints filed by Customers within the business relationship, the contracts (hereinafter referred to as the "Purchase Contract"), which was validly concluded and continues, or was validly concluded and its demands result in valid continuing within the wholesaling of motor fuels, lubricants, fuel oils, bitumen, chemicals and LPG (liquefied petroleum gas).

1.2 This CP is based on the provisions of the liability of the seller for defects in goods according to Paragraph 422 et seq. Act No. 513/1991 Coll. of the Commercial Code as amended, and the general liability for damages under Act No. 40/1964 Coll. the Civil Code, as amended.

2. Scope of Action

2.1. The CP refers to the resolution of inducements (claims or complaints) arising from the business relationship between SLOVNAFT and the Customers based on a Purchase Contract. According to this CP the company will act accordingly also in the case of sales contracts governed by foreign law.

2.2 The CP does not apply to dealing with claims and complaints which are the subject to the Claims Procedure of the SLOVNAFT Company for retail business - service stations. The claims procedure referred to in the previous sentence is available at every SLOVNAFT service station.

2.3 The CP does not apply to the resolving of irregularities in the formal and technical data in the invoices SLOVNAFT issues for the sales of the Customer's goods. In this instance, there are used

the relevant provisions of the Purchase Contract or generally binding laws (e.g. Act No. 222/2004 Coll., on value added tax).

3. Terms

3.1 The meanings of the terms are set out in this article for the purposes of this CP.

3.2 A **claim** means the filing of a written inducement (in paper or email form) by the SLOVNAFT Customer seeking damages for defective goods (quality or quantity). Part of this inducement will be a description of the defects in the goods, a description of the circumstances in which the defect occurred and the proposed procedure for the settlement of the inducement.

3.3 **Claims letter** (Appendix 1 of the CP) is a written document (paper or email form) – a record of the claims through which the Customer makes a claim on the purchase subject according to the Purchase Contract (hereinafter referred to as the "CL"). In the CL the Customer describes the defect in the goods, demands and the proposed procedure for the settlement of the Customer's claim. The CL must be accompanied by documents demonstrating the liability of the SLOVNAFT company. Each CL (paper or email form) must contain the following:

- Customer data: name, ID, registered domicile in accordance with the Commercial Registry;
- Recipient data: name, ID, registered domicile in accordance with the Commercial Registry;
- claims subject – directed against whom;
- the type and quantity of the claimed goods;
- location, time and method of defect detection;
- copies of all documents related to the supply being claimed;
- invoice number (if known);
- other information related to the claim;
- name and signature of the representative of the Customer; Recipient
- name and signature of the representative of SLOVNAFT;
- place and date of the claim letter's writing;
- the Customer's contact information (phone number and e-mail address).

3.4 A **complaint** means a written or orally given information made by the Client to Slovnaft, which itself is not a claim according to the preceding paragraph. A complaint can be directed against any SLOVNAFT procedure in supplying goods to the Customer according to the Purchase Contract (eg. performed delivery date, the difference between the quantity ordered and delivered quantities for deliveries in railway tanks, truck tanks and ship transportation, the actual temperature of the goods, failure to deliver invoices, etc.), while this procedure is in accordance with the Customer, contrary to the principles of polite conduct, good manners or which, according to the Customer, generally binding regulations were otherwise violated. Minimum range of data required for the registration of complaints is provided in Appendix 4.

3.5 **Goods** are understood as the purchase subject according to the relevant Purchase Contract whereby the Customer takes them over from SLOVNAFT within the business relationship. Goods are motor fuels, fuel oil, lubricants, bitumen, chemicals, LPG and other products supplied by SLOVNAFT.

3.6 Under **defective goods** will be understood the difference between the contracted agreed-upon as well as the actual quality and quantity of the goods and delivery terms of the goods. A defect in goods is also considered to be the supply of goods other than the ones specified in the contract.

3.7. **The difference in the quality of goods** is the difference in the quality parameters of the delivered goods and the quality parameters specified in the relevant Purchase Contract with Customers, or in the relevant mandatory technical documentation of the purchased product.

3.8. **The difference in the quantity** means the difference between the quantity stated in the document accompanying the goods in transit and the identified quantity of the goods by the recipient with regard to the supply conditions and if the discrepancy can be agreed upon in the respective Purchase Contract with the Customer.

3.9 **Railroad transport** means the transport of goods by rail railroad tank cars based on the contractually agreed terms and is based on RID international agreements and conventions (Uniform Rules concerning a Contract for International Carriage of Goods), CIM (uniform rules concerning a contract for the international railway transport of goods), SMGS (Agreement on the International Carriage of Goods) and a currently valid transport order for Railway Company Cargo Slovakia, a.s. "Transport order of the Railway Company Cargo Slovakia, a.s." or other carrier.

3.10 **Automobile transport** means the transport of goods by road vehicles, under the terms and with the appropriate application of ADR international agreements and conventions (European Agreement concerning the International Carriage of Dangerous Goods) and CMR (Convention on the Contract for the International Carriage of Goods by Road).

3.11 **Marine transport** means the transport of goods by water vessels under the contractual terms and with the appropriate application of existing ADN legislation and international standards (European Agreement concerning the Carriage of Dangerous Goods by Inland Waterways).

3.12 **Quantity** stated in litres, litres at 15 °C, in cubic meters in cubic meters at 15 °C, in pieces, kilogrammes or tonnes. Each measurement of the quantity through the certified measuring instrument is relevant for the purpose of assessing the quantity under Act No. 142/2000 Coll. on metrology and on amendments to certain acts as amended. The claimed differences in the quantity must be identified by referencing a certified designated measuring instrument (Paragraph 15, Sec. 4 of the mentioned Act).

3.13 **Sampling protocol** (Appendix 2 of this CP) is a written document drawn up by the Customer's representatives and representatives of SLOVNAFT for the one-time takeover of goods samples. The sampling protocol will mainly include:

- labelling of samples (sample packaging):
- sampling method (according to product);
- accompanying circumstances for sampling (weather, other technical factors);
- place, date, time of sampling, the number of samples taken over (volume) and type of sample book;
- product name;
- the name of the person who performed the sampling
- more information according to need, Customer statement, etc.

3.14 **Samples of goods** mean a representative part of the claimed goods, sampled in accordance with the relevant standards and in a quantity ensuring the possibility of laboratory analysis for the

type of product according to Section 1.6 of Part II.

3.15 **Sales representative** means a person authorised to represent the SLOVNAFT company in the context of the claims procedure (SLOVNAFT employee or other authorised natural person or legal entity referred to in the contract). If it is not possible to contact the sales representative according to the preceding sentence, the Customer will contact the SLOVNAFT Contact Center by calling + 421 2 5859 7800 or send an email to kontaktne.centrum@slovnaft.sk, to agree on the next step.

3.16 The following technical standards (**STN, ISO**) are used during sampling:

- STN EN 58 Bitumen and bituminous binders. Sampling of bituminous binders
- STN EN ISO 3170 Petroleum liquids. Manual sampling
- STN EN ISO 3171 Petroleum and liquid petroleum products. Automatic sampling from pipeline distribution
- STN EN 12205 Portable gas cylinders. Non-removable metallic gas cylinders
- STN EN 14275 Motor fuels Determining the quality of petrol and diesel fuels. Sampling at service stations and from the sale stands of fuel substances
- STN EN ISO 4257 Liquefied petroleum gases. Sampling
- ISO 22241-2 The AUS 32 reducing agent for decreasing NOx for diesel engines. Test methods

With Slovak technical standards which are not published with a stated date of issuing, the latest issuing of that standard is used, including amendments. Where there is no Slovak Technical Standard for the sampling, proceed according to the agreement between the contracting parties.

II. Part – Steps to resolve claims and complaints in respect of contractual relations

1. Claim on quality

1.1 In their own behalf, the Customer, upon the delivery of the goods (fuel, lubricants and chemicals) via railroad transport, automobile transport and ship transport examines the integrity of the seals (or plastic caps) and the condition of the delivered goods (mainly the appearance).

1.2 When detecting defects in the quality of the goods, the Consumer immediately informs the contact representative for SLOVNAFT, as specified in the Purchase Contract (or proceed in accordance with Point 3.15 of Part I of the CP), with which a date for sampling at the Customer will be agreed upon, which will take place immediately, no later than 2 working days from contacting the sales representative, unless otherwise agreed.

1.3 The Customer is obliged to refrain from actions that would make it difficult, impossible or to completely destroy the collection of the relevant samples of the claimed goods at the time of detecting the defect or possibly causing additional damage; especially not continuing to use the goods, independently sampling any goods in arbitrary containers and sending it to SLOVNAFT, discarding it or adding any ingredient to the claimed goods, including further deliveries of the same type of goods.

1.4 The Customer and the SLOVNAFT sales representative will together sample the goods according to relevant technical standards into appropriate containers provided by SLOVNAFT through the sales representative. The container with the samples is then securely closed and their immediate delivery to SLOVNAFT is ensured for a designated accredited laboratory for laboratory analysis. The Customer may retain a portion of the samples (at least two samples), from which is possible, if necessary, to perform a repeated analysis. In this case, the samples are sealed and the Customer ensures the sealing of the samples in the presence of the representative.

1.5 The Customer fills in the CL and hands it over to the sales representative for the purposes of registering the claim.

1.6 The minimum quantity per sample in litres and kilogrammes (hereinafter referred to as "l" and "kg") necessary for the performance of the laboratory analysis are as follows:

- chemicals – 1 l
- automobile gasoline, kerosene – 3 l
- diesel, heavy fuel oil – 3 l
- lubricating oils, machine liquids, autochemicals – 0.5 l
- greases, preservatives grease lubricants– 0.5 kg
- gases – 2 metal sampling book (to 1 l)
- sulphur – 0.25 kg
- bitumen – 2.0 kg

1.7 Before sampling it is necessary to check whether the containers for sampling are empty, clean and dry. Immediately after filling the container the worker doing the sampling closes the container with a suitable cap and checks the tightness of the container. The sample must be clearly labelled: product name, place and date of sampling, Customer data (name and address of the company), the name of the person who did the sampling, and other additional data (e.g. designation of the vehicle). If the Customer leaves the samples according to Section 1.4 of this CP part, ensures their storage in a dark, cool place. The sample label forms Appendix 3 of this CP. In the case of collecting fuel through the outlet of the dispensing device pump at least four litres of the goods before sampling.

1.8 The Customer and sales representative will draw up the Sampling Protocol in triplicate, which they will both sign. One copy of the Sampling Protocol is taken over together with a sample by an accredited laboratory providing an analytical analysis of the samples, the second remaining with the Customer and the third remaining with the SLOVNAFT sales representative.

1.9 SLOVNAFT ensures the performance of the laboratory analysis of the provided samples in an accredited laboratory and its basis on the performance of an assessment of the quality conformity of the samples with the quality agreed upon in the relevant Purchase Contract. If necessary, also identify the cause of the difference performed in comparison with the reference sample (batch), removed from the manufacturer's tank, from which the claimed goods were shipped to the customer. At the same time, according to possibility, perform a detection of verified quality of the goods at the Customers, who would be equally afflicted by the defective quality of the goods (previous and subsequent designated place of the means of transport on which the defective goods were delivered, or batch of the relevant product).

1.10 In case no difference is detected between the quality of the delivered goods and the agreed quality, the claim will not be recognised. In the case of non-compliance with the quality of the delivered goods at the agreed upon quality the claim will be recognised, if the non-compliance was due to factors for which SLOVNAFT is proven to be liable. Otherwise, the claim will not be recognised and will apply against those responsible for handling the goods at the time of the non-compliance's occurrence.

1.11 The Customer will receive a written document on the resulting method of addressing the complaint (notification) within 30 days from the date of the joint sampling (in the case of goods delivery outside the territory of the Slovak Republic within 90 days). In case of needing another professional assessment performance, the date determined for notifying the customer concerning the results of the laboratory analysis may be extended for another 30 days. In case of acknowledgement of claims, the costs connected to analysis and damage caused to the Customer shall be borne by SLOVNAFT. If the claim of fuel, asphalts, fuel oils, chemicals and other products supplied by SLOVNAFT, with the exception of lubricants would be rejected as unjustified, SLOVNAFT issue an invoice to the Customer for performed analysis with the indicated number of analyses and unit price. In case of rejecting the lubricants the Customer will be informed about the reimbursement of costs for laboratory analysis.

1.12 In case of oil products, if it's not possible to reach an agreement on the product quality on the basis of the obtained results between SLOVNAFT and the Customer, proceed as follows: "STN EN ISO 4259 Petroleum products. Determination and use of the data on the accuracy of the results in relation to the test methods".

2. Claim on quantity

2.1. Upon acceptance the Customer is obliged to check the quantity of the ordered and delivered goods (Part I, Art. 3, Sec. 3.8), also required to check the integrity of the seals or plastic caps, the accuracy of the data contained in the freight and the delivery sheets.

2.2. The Customer is entitled to claim the difference between the freight quantity and the delivered quantities for deliveries in railway tanks, truck tanks and ship transport by the next business day following the findings of this difference, while the difference must be found on a certified measurement instrument, above the level of loss allowed under relevant legislation or above the level agreed in the relevant Purchase Contract. The Customer is obliged to prove that the above-mentioned difference and its measurements on the certified measurement instrument or the handed-over documents. In the case of delivery of goods in small packages, in barrels or containers, before their opening (removing the seal or opening the plastic cap) the Customer is required to check the quantity of visible defects (noticeable difference between the quantity indicated on the label of goods and the actual quantity). A later claim concerning the quantity after unsealing or opening will not be accepted.

2.3 When detecting different quantities upon delivery, the Customer is obliged to immediately record the discrepancies in the accompanying documents and immediately inform the sales representative and submit to SLOVNAFT copies of all documents relating to the supply of goods to which the claimed quantity relates. At the same time, the Customer delivers to SLOVNAFT a completed CL for the claim registration in writing, by fax, email, in person or by post. In case of sending the claim by fax or email, the feedback will be sent to the Customer on the registration and receipt of the claim by SLOVNAFT.

2.4 After registering the claim SLOVNAFT is authorised to perform a further examination of the claim and ensure a professional assessment of the defect.

2.5 The Customer will receive a written document on the resulting method of addressing the complaint (notification) within 30 days (in the case of goods delivery outside the territory of the Slovak Republic within 90 days) from registering the claim. In the event of the need for further professional assessment the time necessary for further for another professional assessment can be prolonged by f 30 days.

3. Complaints

3.1. The Customer is entitled to submit at any time in written (email, fax) or orally (in person) a complaint about any SLOVNAFT during the fulfilment of the contractual relationship, which is not a claim on the quality or quantity of the goods according to this CP. This complaint will be registered and allocated for a solution. The customer will inform the contact person about the complaint – the SLOVNAFT sales representative, referred to in the Purchase Contract, in written, by fax, by email, orally (in person) or by post, or may lodge the complaint through the SLOVNAFT Contact Center at the phone number + 421 2 5859 7800. In the case of sending the complaint by fax or by email to kontaktne.centrum@slovnaft.sk, information about the registration and receipt of the complaint by SLOVNAFT will be sent back to the Customer. If the Customer lodges a complaint orally through the SLOVNAFT sales representative, the registering and allocation of the complaint about a solution is ensured by the SLOVNAFT sales representative. The minimum range of data required for the registration of complaints is provided in Appendix 4 of this CP.

3.2 SLOVNAFT is committed to properly, completely and with due professional care investigating each complaint and informing the Customer of the result of its investigations. SLOVNAFT will draw from the recognised (authorised) complaint the relevant consequences, in particular, adopting measures so that they do not arise again any Customer for any reasons.

III. Part - Final Provision to I. and II. Parts

1.1 This CP does not affect the statutory rights of the Customer and none of its provisions can be interpreted so as to conflict with applicable and effective legislation.

1.2 In cases where unforeseen force majeure events occur, it is not possible to use this CP.

1.3 SLOVNAFT reserves the right according to need to unilaterally change or completely replace according to the needs of the market and new trends in the prevention of the reasons for the claim or complaints of the Customer.

1.4 This CP is a valid and effective from 1.12.2016.

In Bratislava 15.11.2016

Prepared by: SLOVNAFT, a.s.

Department of Domestic sales of Refinery Products

Approved by: JUDr. Oszkár Világi

General Director

Appendices:

Appendix No. 1 – Claim Letter
Appendix No. 2 – Sampling protocol
Appendix No. 3 – Model for sample labelling
Appendix No. 4 – Minimum range of data required for the registration of complaints.