

The Contract and the GCT&C regulate the relationship of the Seller and the Buyer in the sale and purchase of the Goods. The relationships of the contracting Parties, resulting from the Contract and GCT&C and in detail not regulated in the Contract and in GCT&C, shall be governed by and construed in accordance with the relevant stipulations of the Commercial Code and other legal regulations of the Slovak Republic in consideration of the business customs generally observed in the related business sector. The contracting Parties agree on exclusion of the application of the United Nations Convention on International Sale of the Goods.

1. Delivery Terms

- ^{1.1} The Seller undertakes to deliver to the Buyer the Goods specified in the Contract and to pass the ownership of the Goods to the Buyer and the Buyer undertakes to pay the purchase price.
- ^{1.2} For the particularization of the Goods deliveries the Buyer undertakes to send a reference to the Seller by mail, fax or e-mail at least 5 working days in advance and the reference shall contain the identification of the Buyer, type and quantity of the Goods in the delivery, the term of the delivery (filling). If the Buyer sends the reference later after the period indicated above, the Seller shall not be obliged to meet the delivery deadline mentioned in the reference and it shall not be considered as a breach of the Seller's contractual duties. The Seller shall confirm the reference or suggest another time of delivery.
- ^{1.3} The Seller shall be obliged to deliver the Goods to the Buyer in accordance with the agreed delivery terms of Incoterms 2010, to hand over the documentation related to the Goods and to enable the Buyer to take ownership to the Goods in accordance with the Contract.
- ^{1.4} The Buyer or his authorised person shall be obliged to take-over the Goods, which are designated for the Buyer. The Buyer shall be obliged to check the delivered Goods pending the take-over and to confirm the take-over by his signature at a Ship's Bill of Lading (in case of barges transport), bill of loading (CIM / CMR) or delivery note, which contains the serial number, the identification of the Buyer, the type and quantity of the delivered Goods, the term and place of the take-over and the specification of the transport or the car licence number.
- ^{1.5} The Buyer shall acquire the ownership of the Goods from the Seller at the moment and place of delivery. The moment and place of delivery is determined by Incoterms 2010 parity at the named place stipulated in the Contract. The risk of damage on the Goods passes onto the Buyer in accordance with the agreed Incoterms 2010 parity.
- ^{1.6} The Buyer and the Seller agree that the transport of the Goods will be carried out by themselves or will be done on their behalf.

2. Railway Transport

- ^{2.1} In the case of the transport of the Goods by the Seller's railway tank car (RTC), the Buyer undertakes to unload the RTC and send it for backward transport (handover of the RTC to a railway carrier) within 2 calendar days from the moment of the arrival of the RTC to the assigned railway station. The column number 60 in the bill of loading (CIM) of the loaded RTC is determining for identification of the arrival term. The column number 16 in the wagon list (CUV) of the empty RTC is determining for identification of the consignment term. The mutual relations of the railway and the Buyer or its consignee are not determining for an appraisal of the observance of the deadline of the addition of the RTC at a siding rail or at a discharge point. Time stamps stated in other documents (e.g. delivery and return notes) are not useable for claims.
- ^{2.2} The Buyer is obliged to issue accompanying documentation for transport of an empty RTC and to pay the carriage fees for the transport of the RTC to the assigned railway station in the case of parity EXW, FCA in accordance with Incoterms 2010.
- ^{2.3} The weight of the Goods shall be specified as the difference of the weight of filled and empty RTC stated on the weight bill. The weights are determined by weighting on the Seller's legally certified scales.
- ^{2.4} The Consignor (Seller or Buyer) shall be responsible for the cleanliness of the surface of the railtankcars, its discharging valves and their caps on arrival of the railtankcars from the Consignor to the Consignee (Buyer or Seller). In the event that after the arrival of the railtankcars to the Consignee will be ascertained case of external pollution, which is in contradiction with the regulation RID, article 1.4.3.3 or 1.4.3.7 and/or damage described in General contract of use for wagons GCU,

appendix 9, points 6.5.5 and 6.5.6 the Consignor shall be obliged to reimburse the costs of the Consignee related to the cleaning and/or repair within 14 calendar days from the day of invoice issuance by the Consignee. The Consignee is obliged to prove the pollution and/or damage of the railtankcars accompanied by photographic documentation, attached to the invoice. The Consignor is obliged by above mentioned obligation even when acting through his representative.

3. Road Transport

The quantity of the Goods shall be specified by the weighting (on a legally certified scale) and the measured quantity shall be listed at the delivery note. The contracting parties undertake to fill in and sign CMR upon the take-over of the Goods.

4. Barge Transport

- 4.1 In case of diesel and motor gasoline shipments, which are supplied by pipeline to the barge the quantity is determined on the basis of the volume measured by the flow-meter authorized by the Slovak Legal Metrology converted into kilograms at density at 15 °C. The net weight is indicated on the Ship's Bill of Lading.
- 4.2 The Ship's Bill of Lading is not a commercial paper and may neither be transferred nor pledged.
- 4.3 The exact date of arrival of the barges at the unloading port is confirmed by the Seller prior to the loading time. If the barge is accepted at the place of unloading after failing to arrive on time, only the time actually taken for unloading shall be counted.
- 4.4 In case of the Goods transport by the Seller's barges, (CFR, CIF, DAP, DAT parity in accordance with Incoterms 2010) the Buyer undertakes to unload the barge within 24 hours from the moment of the arrival to the place of destination/unloading. The time shall commence in the case of unloading when the barges are ready to unload and shall end at the time confirmed in the documents. If the unloading times exceed 24 hours, the Seller is entitled to charge demurrage fees as a penalty. Daily rates of demurrage fees effective on the date of signing of the agreement are as follows (for 24 hours): EUR 1650,- for self-propelling vessels, EUR 800,- for manned barges, EUR 500,- for unmanned barges. The Buyer shall be obliged to pay the charged penalty within 14 calendar days from the day of the issuing of penalty invoice by the Seller. The penalty invoice is not considered as an invoice for VAT purposes.
- 4.5 Part hours that arise when totalling the time must be rounded up to full hours.
- 4.6 In the case of Goods transport by the Buyer's barges (FOB, FAS parity in accordance with Incoterms 2010), the exact date of arrival of the barges at the loading points, their name, registration number and expected quantity of loading shall be sent by the Buyer directly to the Seller 3 working days before the date of loading latest.
- 4.7 Demurrage shall be transferred to the Seller only if the barge appears at the place of loading on the confirmed date specified in Article 4.7 of this GCT&C and the Seller fails to fulfil his obligations. In case of a late arrival of the barge at the loading point the captain of the barge loses his right to raise demurrage against the Seller for the day- and the day after arrival. From the time of arrival dependent on the appearance of the captain at the place of loading - a period of 24 hours free of demurrage will start that can be prolonged in exceptional cases only if the conditions due to causes within the Buyer's own responsibility arise (e.g. filling release in case of cargo rests). If the departure can only take place after this free-of-demurrage period, the Seller shall reimburse the cost of demurrage to the Buyer, i.e. the half of the daily rate for all commenced accounting half-days.

5. Delivery under Excise Duty Arrangements

- 5.1 Should the Buyer be registered as the warehouse keeper (or warehouse operator) or the registered trader of the mineral oil, Buyer shall be, within the five business days after the transportation has completed, obliged to send the electronic notice of receipt of the Goods via the Electronic system of control and movement (EMCS). Should the EMCS be unavailable during the receipt of the Goods, the consignee shall be obliged to elaborate the written notice of receipt containing the same data as the electronic notice of receipt and deliver such a notice to the corresponding Customs Office.
- 5.2 Should the Buyer not be the consignee, he shall be obliged to provide the evidence to the Seller that the consignee of the Goods is registered as the tax warehouse keeper or warehouse operator or as a

registered trader and he shall be obliged to perform all necessary steps to assure sending the electronic notice of receipt via EMCS within five business days from the day when the transportation of the Goods has been completed.

- 5.3 Upon the delivery of Goods, Buyer shall be obliged to return the confirmed delivery note and CMR/CIM without undue delay.
- 5.4 Should the Buyer not be the consignee of the Goods, the Buyer commits itself to ensure that obligations stipulated in Paragraphs 5.1 and 5.2 of the GTS shall be binding to the consignee as well.
- 5.5 Should the Buyer discover the difference between the received and the declared volume of Goods on the whole delivery (i.e. the whole train delivery), in the arrangement of the electronic message on the collection of Goods, the Buyer shall be obliged to split such difference equally among the individual electronic messages (for each transportation vessel), included in the whole delivery.
- 5.6 If for any reasons the Buyer/consignee does not meet the obligations stipulated in Paragraphs 5.1 and 5.2 of the GTS (namely fails in providing the Seller with the confirmed delivery note and sending the notice of receipt), the Buyer shall be liable for any damage incurred to the Seller by non-fulfilment of the above mentioned obligations (mainly settlement of excise duty, VAT or settlement of any related outstanding payables, fines, penalties or sanctions). The Seller shall be entitled to charge such a damage to the Buyer as the contractual penalty and the Buyer shall be obliged to settle it within 14 calendar days from the day of issuance of the penalty invoice. Penalty invoice does not represent the invoice for VAT purposes.
- 5.7 The Buyer other than warehouse keeper or registered trader hereby declares that the Goods purchased under this GTC other than heating oil and fuel shall not be used as a fuel or heating oil.
- 5.8 If the Buyer or consignee takes/over the Goods being transported under the duty suspension arrangements on FCA and/or FOB and/or DAT and/or DAP parities, it shall be obliged to confirm that the Goods were taken/over without any missing volume.
- 5.9 If the customs authorities levy the excise duty or penalty on the Seller for the missing volume of the Goods, the Seller is entitled to charge such a duty or penalty to the Buyer. The Buyer is obliged to settle such a charge within 14 days from the date of invoice issuance.
- 5.10 If the delivery is outside of Delivery under Excise Duty Arrangements then tax-exempt is the delivery of goods which were dispatched or transported from the territory of the Slovak Republic to other member state by Seller of Buyer of the Goods or for their account, if Buyer is a person identified for tax in other member state of the European Union. Buyer is obliged to return the copy of document about the transport of the Goods, in which will be confirmed by the Buyer or by person authorized by Buyer, that the Goods were transported from the place of warehouse release to the place of destination as stated in the respective columns CMR/CIM of the bill of lading and, at the same time, that the Goods were transported to other member state of the European Union. If Buyer does not have the copy of the transport document, it is obliged to prove the takeover of the Goods in other member state by other document (Statutory Declaration on Receipt of Goods in another Member State). Seller fills in the Statutory Declaration and sends it to the Buyer via e-mail or fax after the dispatch of the Goods (loading of the Goods). Buyer confirms the Statutory Declaration and sends in to the Seller via e-mail or fax and, at the same time, sends the original by post within 60 days from the date of takeover of the Goods by Buyer. Other document has to be in line with the requirements under the § 43 section 5 letter c) of the Act on VAT. Should the Buyer fail to submit the demanded documents to the Seller within 60 days from the date of takeover of goods by the Buyer, Seller is entitled to invoice the VAT which has to be paid by the Buyer in line with the applicable legal regulations of the Slovak Republic. This obligation of the Buyer lasts for the whole term of validity of the Contract as well as time stated in the applicable Act on VAT (§ 43). Should the applicable legal regulations of the Slovak Republic regarding the delivery of the Goods under the Contract change, the Parties will act in line with the new applicable legal regulations.
- 5.11 If the Goods, which are subject to this contract, have to be delivered from the territory of the Slovak Republic to the country outside of the EU as defined in the Slovak VAT Act. Buyer shall return a single administrative document (SAD) confirmed by the border Customs house where the Goods leave the territory of the EU that the goods have been transported from the point of dispatch (Slovak Republic) to outside of the EU. If Buyer fails to provide Seller with SAD within 6 calendar months following the month in which the Goods were taken over by the Buyer, then Seller has the right to

modify its invoice by charging the VAT plus applicable penalties payable by Buyer according to the laws of the Slovak Republic.

6. Payment Terms

- 6.1 The Seller shall charge the purchase price of the delivered Goods by the invoice issued on the basis of the delivery note, bill of lading (CIM, CMR) or the Ship's Bill of Lading (in case of barges transport). The Seller shall issue the invoice in a printed form or electronically if so previously agreed with the Buyer in writing.
- 6.2 The Buyer undertakes to pay the particular purchase price in due time specified in the Contract and in the invoice. The payment is fulfilled when the amount is credited to the Seller's account. If the due date falls on a weekend or on a bank holiday in the Slovak Republic, the first previous Slovak working day will be considered as the due date. In the case of the payment of the several invoices, also partially, by one payment the Buyer shall be obliged to send to the Seller the specification of the payment and the invoices paid. Should the specification not be sent, the Seller is entitled to primarily match the payment with all outstanding default interest invoices, penalisation invoices and subsequently all unpaid invoices starting from the oldest. In the case when the payment term is agreed as payment in advance, partial payments are not allowed.
- 6.3 If the Buyer is in delay with the payment duties to any member of the MOL Group, the Seller shall be entitled to retain the non-fulfilled deliveries of the Goods until the debt is paid and it shall not mean a breach of the Contract or a termination of the right to withdraw from the Contract immediately. The Seller shall provide the list of the MOL Group members on demand of the Buyer.
- 6.4 The Buyer shall be advised that it is of outmost concern for the Seller, without any loss of business trust, to ensure solvency of any of its buyers and that such shall not be impaired throughout the term of the Contract by and between the Parties. On that ground, the Seller shall be making regular assessment of the Buyer's credibility, liabilities and financial stability to minimize any potential risk of having increased overdue receivables with the Buyer.
- 6.5 On grounds under Article 6.4 the Buyer shall agree with the Seller's right to set, in accordance with its internal rules of customer assessment, the Buyer's Credit Limit. The Seller shall be obliged to deliver the Goods only up to the level of the disposable Credit Limit. Disposable Credit Limit represents Credit Limit stated in the Contract decreased by value of invoices within and after their payment term, deliveries which are not yet invoiced and confirmed orders of the Buyer. Should the value of any new order be higher than disposable Credit Limit, the Seller is obliged to deliver the Goods only in case that the Buyer pays liabilities in such extent that the disposable Credit Limit is sufficient for covering the value of the new order. In the case that the Buyer fails to do so in the stipulated period, the Seller is entitled to withdraw from the confirmed order, or from its part and not to deliver the Goods to the Buyer and a such a withdrawal from a confirmed order shall not constitute a breach of the Contract by the Seller and shall not constitute any claims for any kind of damages of the Buyer (actual damages and/or loss of profit) based on such refusal of delivery of Goods. The Seller shall inform the Buyer about the amount of disposable Credit Limit allocated to the Buyer at any time during the term of the Contract on demand of the Buyer.
- 6.6 The Seller shall have the right to request from the Buyer, any time during the term of the Contract, including any time prior to concluding such contract, securitization of the Buyer's liabilities (payment of purchase price and any interest accrued thereon) arising out of deliveries of the Goods under the Contract; the form, acceptability and the amount of security of the Buyer's liabilities from its commercial relationships with the Seller to be proposed by the Buyer shall be decided by the Seller, including, preferably and in particular, bank guarantee as the Seller may find acceptable, letter of credit or money deposit payable to the benefit and account of the Seller, security interest in real estate property or any other safe and sound security as the Parties may determine by their mutual agreement. Validity of the security must be by 15 working days longer than the due date of the last possible invoice. In case that the validity of provided financial security expires during the validity of the Contract, the Credit Limit will be suspended for the period equal to the maturity of the last possible unpaid invoice issued by the Buyer and increased by 15 days before the expiration date of the provided guarantee. Prior to the agreed delivery date, the Buyer is obligated to deliver, on reasonably prior notice, to the Seller documents demonstrating that payment of purchase price and/or interest thereon is secured in the manner and in the amount as agreed by the Parties under Article 6.6

above, failing which obligation, Seller shall have the right to retain pending deliveries of Goods ordered by the Buyer under concluded Contract until and unless the documents to meet that obligation are submitted as requested by the Seller, whereupon such action by the Seller shall not be deemed breach of the Contract and/or the Seller's right to withdraw from the Contract, shall not terminate and/or give rise to any claim of damages (liquidated damages or lost profit) by the Buyer. Where requested prior to concluding the Contract, the Buyer is obligated to submit documents under this paragraph on reasonably prior notice before the agreed first delivery date, failing which obligation, the Seller shall have the right to refuse conclusion of the Contract.

- 6.7 The Buyer acknowledges that the Seller is entitled to require insurance company, credit agency, or a third party to provide insurance cover for any receivables of the Seller arising from the Contract, as well as companies providing business information and credit risk assessment. For this purpose, the Seller is entitled to ask and the Buyer agrees to provide its financial statements and other reports and data.
- 6.8 Should the Buyer fail to secure its payment of purchase price in the manner and amount as required by the Seller on an additional grace period provided by the Seller, the Seller shall be able to withdraw from the Contract; the Seller shall have no obligation to provide any such additional grace period for the agreed security.
- 6.9 In the event that the Seller should request the Buyer, as provided above, to secure its receivables with the Buyer from concluded or prior to concluding the Contract and the Buyer should be unable to provide security as desired, any further performance of concluded Contract or conclusion of the Contract by Seller shall be thereafter precluded provided the Buyer agrees to make all payments prior to receiving deliveries of Goods (advance payment).
- 6.10 Seller is entitled to modify the amount of the Credit Limit, or unilaterally withdraw from the Contract without Buyer's consent in case it has negative information on Buyer's financial condition or solvency. The following are considered especially as negative information:
- If the Buyer or its related company or any other company of the Buyer's founded/owner, or if any company of the close relative of the Buyer's founder/owner doesn't fulfill its payment obligation arising out of any contract concluded with the Seller or any Member of the MOL Group by the due date;
 - If the soundness of the Buyer has worsen according to any credit agency or insurance company, or the internal assessment model of the Seller;
 - If a legal process (e.g. litigation, bankruptcy, liquidation, execution, etc.) was initiated against the Buyer, or its related company or if any other company of the Buyer's founded/owner, or if any company of the close relative of the Buyer's founder/owner of the Buyer, and such a process affects the soundness of the Buyer and it comes to the Seller's knowledge;
 - If an out of court collection was initiated against the Buyer, or its related company or if any other company of the Buyer's founded/owner, or if any company of the close relative of the Buyer's founder/owner of the Buyer, and it comes to the Seller's knowledge;
 - If Buyer's ownership structure has changed which could affect its reputation in a negative way.
- 6.11 In case of payment in advance, and if such advance payment is in excess of the really invoiced Goods, the Buyer is entitled to request the positive balance to be returned to an indicated account defined by IBAN and SWIFT Code. The Seller is obliged to return the balance within 60 calendar days after receiving such the request and settlement of the final invoice for the delivered Goods. The Seller is entitled to retain or decline the return of the balance if the Buyer has a debt towards the Seller from a different transaction or another member of SLOVNAFT/MOL Group. Should the Buyer not request the return of such balance as in the above, the Seller is entitled to use the balance for compensation of differences arising from different payment obligations of the Buyer toward the Buyer or return it to the account from which the original payment had been transferred.
- 6.12 The Parties agreed that the Seller is entitled to set-off its overdue receivables as well as overdue receivables acquired by assignment from the another member of SLOVNAFT / MOL Group without the consent of the Buyer against any receivables due the Buyer has against the Seller. The Seller is entitled to inform the Buyer about the set-off in writing.
- 6.13 In case the currency agreed in the Contract is other than currency EURO, all charges arising in connection with the transaction shall be born by the Buyer. In case the currency agreed in the Contract is EURO, all charges arising in connection with the transaction outside the Buyer's country shall be

born by the Seller. No deduction from the amount of the submitted invoice – for whatever reason – will be admitted, unless otherwise agreed by the Parties in writing.

6.14 The Buyer shall bear the charges of the Buyer's bank; any other costs to be charged by any other (corresponding and beneficiary) bank participating in the transaction shall be born by the Seller.

6.15 Parties are entitled to unilaterally change the bank account number or bank, and inform in advance the other Party about this change, while the other Party shall provide the payment to the new bank account number. These changes will not affect the maturity of any issued invoice.

6.16 If the Buyer fails to pay any amount payable on its due date, it is regarded as late payment. The Buyer shall pay a default interest (interest on late payment) on the overdue amount for the period of delay i.e. from the due date up to the date of actual payment the rate of which is 1 month EURIBOR+8% p.a. valid on the first workday of the month when the Buyer falls in delay. The interest on late payment shall be calculated based on the actually elapsed days of delay and a 360-day year. Buyer is obliged to pay the interest on late payment within 14 calendar days after the day of issue of the invoice by which the interest on late payment is charged to it by Seller. This invoice shall not be considered as invoice for VAT purposes. Seller's right to withdraw from the Contract as per Article hereof is not prejudiced by this.

6.17 In cases when the invoice was issued in other currency than euro, the following rates for interest on late payment apply for USD – one month rate LIBOR + 8 % p.a.; HUF – one month rate BUBOR + 8 % p.a., CZK – one month rate PRIBOR + 8 % p.a.; PLN – one month rate WIBOR + 8 % p.a..

6.18 The Parties agree that if the invoice does not meet the applicable legal requirements the provisions of the Contract, or other provisions of the contract that are pre-requisites of payment are not satisfied, the Buyer shall, in writing, at latest within 3rd working day after receiving the invoice, call for rectifying the defects. In this case, the payment deadline set out in the Contract shall start on the date of having the defects rectified in full.

7. Termination

7.1 In addition to any such provision of the Contract, either Party shall be entitled to terminate the Contract with immediate effect by sending a notice in writing to the other Party, if:

(a) the other Party commits a breach of any term

(b) or condition of the Contract pursuant hereto and fails to remedy the same pursuant to notice setting out the nature of such breach and demanding that the same be remedied in a hereof defined time period; or

(b) bankruptcy, insolvency or other proceedings analogous in nature or effect, are instituted by or against the other Party, the other Party is dissolved or liquidated, whether voluntarily or involuntarily, a receiver or trustee is appointed for all or a substantial part of the other Party's assets or the other party makes an assignment for the benefit of creditors; or

(c) one of the Parties violates its non-disclosure obligations undertaken in the Contract; or

(d) statement or behaviour/action of the Buyer/Seller damages the Sellers'/Buyer's reputation, business trustworthiness; or

(e) the Buyer/Seller repeatedly or materially violates its contractual obligations not referred to above

(f) the Buyer and/or any person acting on behalf or as a representative of the same materially violates the provisions of the MOL Group Code of Ethics (to be found on the web page www.slovnaft.sk).

7.2 In case of termination with immediate effect the Parties shall settle all costs incurred until the day of termination.

7.3 In case of termination with immediate effect, both Parties reserve the right to enforce their rights arising from the breach of Contract, including the right of being indemnified.

7.4 The expiry or termination of the Contract does not affect the payment obligation of the Buyer in relation to the Goods already delivered under the Contract and the Parties' obligation to settle any claims in accordance with provisions of these GCT&C.

7.5 A written notice of termination shall be sent to the other Party by registered letter with advice of delivery to postal address listed above. If the Party, to whom the notice of termination is addressed and sent, as provided above, fails to take receipt thereof due to any reason whatsoever, the notice of

termination shall be deemed delivered on the 5th day after the date of its dispatch, even though the addressee might not learn of the delivery (deposit of the notice at the post office).

8. Confidentiality

^{8.1} The contracting parties commit themselves to keep all data and facts received or obtained by any way about other contracting party and its activities related to the Contract and its fulfilment, especially but not limited to the existence and content of the Contract, shall be considered as confidential information and has the character of the business secret and the Buyer undertakes to not disclose or made accessible to third parties or shall not use it for any other purpose than fulfilment of the Contract.

^{8.2} The confidentiality obligation does not apply to the information:

- (i) is in the public domain, or - due to a reason other than the act or omission of the receiving party - subsequently becomes publicly known or was probably in the possession of the Buyer prior to the effective date of the Contract and it was not a subject of any confidentiality obligation; or
- (ii) that the Buyer acquired from a third party which is not obliged to keep the confidentiality vis-à-vis the Seller; or
- (iii) is to be made public or disclosed pursuant to the law, stock exchange regulation or authority order, to the extent such disclosure is legally required.

The termination of the Contract from any reason does not affect the above mentioned obligation to keep the information confidential.

9. Communication

The contracting parties commit to inform each other immediately about all significant facts concerning the fields governed by the Contract and about facts that could cause a threat for the fulfilment of the Contract.

^{9.1} The contracting parties agreed that the written announcements, documents and other papers intended for and addressed to the other contracting parties will be delivered to the address of its registered seat entered in the commercial registry or other register. If the other contracting party, which is the addressee of the document, does not take-over the document within 5 working days from its storage at a post office, the last day of this period is assumed the day of delivery, even though the other contracting party does not learn about it. In case of a change of the address or any other relevant information, the contracting party commits to announce this change to the other contracting party in written (telegraph or fax or electronic mail) without delay.

^{9.2} Changes in the registration data of the company, especially a change of the registered seat, change of the statutory body, bank connection including a change of the organization responsible for the preparation and performance of the Contract or a change of the data of the contact persons are not assumed circumstances changing the Contract. Depending on the circumstances, these changes will be announced by the affected contracting party to the other contracting party in writing 10 working days in advance, though at latest 5 working days after registration of the change.

^{9.3} The Buyer confirms that the contact persons and their contact details listed in the Contract, on the Information Form or otherwise made available by the Seller (in particular, name, surname, e-mail address and telephone number) are the official provisions of the commercial communication recipients for the contact details in the area Contract subject to the explicit consent of these persons. All Contracting Parties shall be deemed contractual, official business communications between them; All marketing materials are sent by the Seller or any third party in any form (electronically, by telephone, etc.); The Buyer agrees to send the information and materials. The Seller regularly conducts a market survey and customer satisfaction to improve their services, and these surveys are performed by a specialized agency on the basis of a contract. The Buyer declares that all of the information contained in the Contract as well as any other form made available to the Seller has been legally acquired and is eligible for processing, including their assignment / access to the Buyer for the purpose of fulfilling the Contract, for the purpose of marketing and conducting market research and satisfaction and their further referral for the purpose of processing a third person. The Buyer undertakes to pay any damages incurred by the Seller for the untruthfulness of these statements.

10. Transferability

The Seller shall be entitled to assign/otherwise transfer the Contract, in whole or in part, or specific rights, obligations or claims set out in the Contract to a third party, provided that prior notice is given to the Buyer. By the execution of the Contract, the Buyer irrevocably approves any such assignment.

11. Governing Law and Settlement of Disputes

- 11.1 The relationships of the contracting party, resulting from the Contract and in detail not regulated in the Contract, shall be governed by and construed in accordance with the relevant stipulations of the Commercial Code and other legal regulations of the Slovak Republic in consideration of the business customs generally observed in the related business sector. The contracting parties agree on exclusion of the application of the UN convention on international sale of the Goods.
- 11.2 The contracting parties agree that all disputes deriving from or in connection with the Contract, its breach, termination, validity or interpretation, which cannot be settled within 30 calendar days in an amicable way, shall be exclusively settled by the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava (hereinafter referred as "the Court") in accordance with its own internal regulations, on the basis of the action of one contracting party. In the course of proceeding the English language shall be used. The award of the arbitration court shall be final and binding for the contracting parties. The contracting parties agree to exclude an option to annul arbitration proceeding for the reasons, for which is possible to require the retrial in the time of filing the action. The Seller can terminate the Contract whenever, if the Court confirmed bankruptcy or liquidation procedure of the Buyer.
- 11.3 If the Seller obtains information that the Buyer has got into the bankruptcy or liquidation procedure or such request was applied at the Court against the Buyer, the Seller shall be entitled to withhold from the Contract with immediate effect or the Seller shall be entitled to retain the non-fulfilled deliveries of the Goods and it shall not mean a breach of the Contract or a termination of the right to withdraw from the Contract immediately.
- 11.4 If the Seller secures the outstanding of the Buyer by the Credit Insurance at the company providing the Credit Insurance (hereinafter "the Insurer"), the Buyer is obliged to provide financial figures, commercial, tax and legal information upon the request of the Insurer or the Seller to the Insurer or the Seller in order to set up the Credit Insurance coverage/risk. The Insurer is authorized to use such information only for credit insurance purposes.

12. Sanctions

- 12.1 If the Buyer does not take-over the delivered Goods properly and in time, the Seller shall be entitled to charge a contractual penalty 30% of the purchase price.
- 12.2 If the Buyer does not send the RTC for backward transport properly and in time as per Article 2.1, the Seller shall be entitled to charge a contractual penalty for each started calendar day of delay in the amount of: EUR 25,-/day/RTC for white products (gasoline, gasoil, ETBE, alkylate, reformate, Jet) and aromatics (toluene, xylene, o-xylene), EUR 35,-/day per each RTC unit transporting benzene or sulphur, EUR 45,-/day/RTC for transporting liquefied gases, EUR 30,-/day/RTC for black products and/or EUR 20,- per each RTC unit transporting other than above mentioned Goods.
- 12.3 In the case of incorrectly filled in RWB – CUV for backward transport of empty RTC (e.g. a missing or an invalid transport contract number) Seller is entitled to re-charge the related cost of the backward transport of empty RTC .In the case of claim acceptance by the railway carrier, these costs are EUR 8,- / RTC, whereas in the case that the claim is not accepted by the railway carrier, these costs amount to the full transportation price as per tariff of the respective railway carrier.
- 12.4 In case that the Goods are supplied to the Buyer at the Seller's depots, the Buyer and/or any person acting on Buyer's behalf is obliged to comply with the legislative requirements of Slovak Republic and internal policies and HSE regulations (work, safety, fire, environment protection, traffic, etc. rules) of the Seller effective within the Seller's territory, which are to be found on the web page www.slovnaft.sk. By the execution of the Contract, the Buyer certifies it has studied and understood what has been stipulated therein and agrees to be subject to the obligations deriving from the same. In case of violation of these regulations and rules, the Seller is entitled to penalize the Buyer and/or any person acting on Buyer's behalf according to the conditions, which are to be found on the Seller's web page: www.slovnaft.sk.

13. Force Majeure

- ^{13.1} The Seller shall be entitled to fulfil also partially and the Buyer shall be obliged to take-over the partial fulfilment. If the Seller does not deliver the Goods properly and in time, the Buyer shall be obliged to provide to the Seller a reasonable time for proper fulfilment. The reasonable time must not be shorter than 30 calendar days from the day of the Seller's receipt of the announcement on providing time for additional fulfilment.
- ^{13.2} It is not qualified as breach of the Contract, if any/either of the contracting parties cannot perform its contractual obligations due to reasons beyond the control of any of the parties (force majeure). Circumstances to be considered as force majeure shall mean unforeseen events that cannot be prevented by human efforts (e.g. war, nation-wide strike, earthquake, flood, insufficient water level in waterways, fires, terrorist attack, disruption of crude oil supplies, natural disaster, unexpected shut downs or disruptions of production, unexpected and unplanned decrease or termination of production in the moment of ordering according to the Contract, etc.), are beyond the control of the parties and directly hamper the given party's ability to perform its contractual obligations. Upon request of the other contracting party, the affected party shall present a certificate on the existence of force majeure issued by authorities or by the interest representation organisation of the country of origin.
- ^{13.3} Unless otherwise agreed by the parties in writing, contractual deadlines shall be extended in proportion to the duration of force majeure. If the period of force majeure exceeds 30 calendar days, either of the parties is entitled to terminate the Contract in writing without any adverse legal consequences, even if it would otherwise not be entitled to do so pursuant to the Contract.
- ^{13.4} Prior to termination of the Contract, the parties shall conduct negotiations on the possible amendment of the Contract. If such negotiations are not successful within 10 working days, the right to terminate the Contract can be exercised.

Bratislava, 01.04.2018