DELIVERY TERMS of ORLEN Unipetrol RPA s.r.o.,
REFINERY UNIT
D 2024
to the Purchase Contracts for Refinery Products
(hereinafter also the “DTs”)

Preamble

Unless expressly stated otherwise by written agreement of the Contracting Parties, these DTs apply to the mutual relations of the Contracting Parties established by the Purchase Contract, General Purchase Contract, Declaration of Quantity and Price, order or any other contractual obligation (hereinafter collectively referred to as the “Contract/Declaration”), the subject of which are the deliveries of refinery products and/or goods. These DTs take precedence over the provisions of the law which are not mandatory provisions. For other relations not regulated in writing, generally applicable statutory provisions apply.

List of abbreviations:

INCOTERMS 2020	International rules INCOTERMS 2020
RT	Road tanker
ADR	Agreement Concerning the International Carriage of Dangerous Goods by Road
COTIF	Uniform Rules Concerning the Contract of International Carriage of Goods by Rail
CUV	Uniform Rules Concerning Contracts of Use of Vehicles in International Rail Traffic - CUV (Annex D to the Convention)
VAT	Value added tax
DTS	Date of taxable supply
EMCS	Electronic system for recording and monitoring the movement of excise goods (Excise Movement and Control System)
EU	European Union
AMS	Another EU Member State
RID	Regulations for International Railway Transport of Hazardous Items
SMGS	Agreement on International Goods Transport by Rail
ED	Excise duty
TCT	Transport Contract Terms
TW	Tank wagon
RTC	Rail Transport Code

1. Orders

1.1

All orders of the Buyer become binding for ORLEN Unipetrol RPA s.r.o. (hereinafter the “Seller”) only after a written confirmation of the order by the Seller and after the entry into force of the corresponding Contract/Declaration. The order confirmation may be replaced by delivery of goods in the quality, quantity and date specified in the Buyer's order. The order must contain the following: quantity and type of goods, name of the carrier (haulier or, for the railway transport, e.g. ČD Cargo,

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a. s., ORLEN Unipetrol DOPRAVA s. r. o. or another private carrier – hereinafter the “Carrier”), delivery terms and conditions (clauses) according to the international rules of INCOTERMS 2020 and method and place of dispatch, or destination of goods, where applicable, and for transport of goods in road tankers, also characteristics of the place of delivery a schedule of deliveries, if the Buyer requires shipment within certain deadlines. In the case of orders with a request for delivery of goods by the RT, the Buyer chooses the approximate time of delivery of goods by marking the so-called delivery window in the order, during which delivery to the destination is to be made. The delivery windows always last 5 hours, specifically 7:00–12:00, 12:00–17:00 and 17:00–22:00. The Buyer shall ensure that a person authorised to accept the goods is present at the destination for the entire duration of the delivery window.

1.2

The Seller may reject the order made by the Buyer and not deliver the quantity of goods required by the Buyer's order, e.g. due to the Buyer's delay in any payments in favour of the Seller or for operational reasons on part of the Seller. However, the Seller shall inform the Buyer without delay about this fact and the reasons for rejecting the order.

1.3

Orders placed by the Buyer must contain all the requisites necessary for the correct preparation of documents related to the sale of goods, in particular proof of sale, tax documents. If the Buyer states incorrect data on the binding order, or does not provide some data, it undertakes to pay all and any related costs (detention of the goods by the Customs Administration, penalties, etc.).

1.4

Orders placed by the Buyer through Portal Unipetrol Czech are processed in accordance with the Contract on the Use of the Customer Ordering System.

1.5

Orders/nominations for loading LPG into road tankers must be delivered by email to the address ORPoperations@orlenunipetrol.cz no later than 14:00 on the working day preceding the required day of loading. Fulfilment of orders sent later is not guaranteed.

2. Payment Terms, Maturity

2.1

The due date of invoices is 14 days from the date of delivery of the goods, unless the Contracting Parties agree otherwise.

2.2

Payment means crediting the payment to the Seller's bank account, which is stated on the invoice. In case of doubts, it shall be deemed that the invoice has been delivered on the third calendar day after its sending. If the Buyer has not received the invoice within the specified period, it shall immediately inform the Seller, otherwise the Buyer undertakes to pay the invoiced amount without objection, including default interest calculated by the Seller.

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2.3

If a discrepancy between the invoiced amount and the price for the actually delivered goods is found, the Buyer shall immediately notify the Seller of the difference. The Buyer shall pay the remaining part of the invoice without the discrepancy within the due date stated on the issued tax document. The Seller shall check the contested facts within five business days and, in a justified case, settle the difference, or propose another procedure, leading to the immediate settlement of the detected discrepancy.

For the purchase/sale of goods in RTs, in the case of payment by prepayment, the Buyer shall make the payment in advance so that the amount is credited to the Seller's account no later than one business day before the required date of loading date at the FCA term and no later than two business days before required date of loading at other delivery terms. In the event that the Buyer makes payment later, the Seller is entitled to release the goods for off-take the next business day after receiving payment in case of the FCA term and/or in the case of other delivery terms to dispatch the ordered goods up to two working days after crediting payment to the Seller's account.

For the purchase/sale of goods in tank wagons, the dates of loading, dispatch or delivery to the customer are solved individually according to the current availability of material, packaging, free loading and possibly transport capacity.

2.4

The bank fees of the Buyer's bank, including the costs and fees of all correspondent banks of the Buyer's bank associated with the delivery of payment in favour of the Seller, shall be paid by the Buyer. The bank fees of the Seller's bank, including the costs and fees of all correspondent banks of the Seller's bank, are paid by the Seller. In the event that for reasons on the part of the Buyer the payment is made to a bank account other than the one stated on the invoice and for this reason the Seller incurs additional costs, these costs will be preferentially reimbursed from the credited amount. The remaining amount will be considered as the unpaid part of the original receivable.

2.5

If the invoice is issued in a foreign currency, the entire amount will be paid in the foreign currency to the bank account for the foreign currency specified on the invoice. If the invoice is issued in Czech crowns, the entire amount must be paid in Czech crowns to the bank account specified on the invoice.

2.6

The Buyer expressly authorises the Seller, regardless of the variable symbol or different determination of the order of payments of funds by the Buyer, to set off these payments against the payment of all its due obligations to the Seller under the concluded General Purchase Contract and/or purchase contracts (or orders) and/or declarations in the following order: 1. contractual penalties, 2. interest on late payment of the purchase price, 3. security of the purchase price, 4. logistic fees, 5. administrative fees, always for the obligation in the order which is previously due.

2.7

The Buyer undertakes to pay its financial obligation or purchase price to the seller properly and on time as a result of the concluded Contract/Declaration and only then to pay the obligation due to compensation for damage caused by the Buyer by breach of obligations arising from the Contract/Declaration.

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2.8

In case of default with a payment, the provider may request and the Buyer must pay default interests, the amount of the default interest will be set in accordance with the Government Regulation No. 351/2013 Sb., specifying the amount of default interest and costs associated with filing a claim, as amended, or pursuant to relevant legal regulation that would substitute the regulation above in the relevant scope in the future. Payment of default interest is without prejudice to the right to compensation for damage caused by failure to reimburse financial debt, even if it is covered by default interest.

2.9

If the Buyer is in delay with the payment of the purchase price or if required by the company / service provider assessing credit risk or insurance company, the Seller is entitled to provide information on overdue receivables to these entities.

2.10

If the Buyer is in delay with the payment of due invoices, the Seller is entitled to discontinue the delivery of goods (services) with immediate effect and withdraw from the Contract/Declaration. Failure to deliver according to the preceding sentence is not a breach of the Contract/Declaration and the Seller is not liable for any damage caused thereby.

2.11

The Buyer is not entitled to demand delivery of goods and the Seller is not obliged to deliver goods if the amount of all obligations of the Buyer registered with the Seller after delivery of these goods is higher than the current credit limit set by the Seller, i.e. the maximum allowable outstanding receivables set by the Seller based on credit risk assessment of the Buyer. Upon signing the Contract/Declaration or without undue delay thereafter, the Buyer will be informed of the current credit limit. Any change in the credit limit will be notified to the Buyer in writing by the Seller.

2.12

The Seller, as a payer of the value added tax, shall add this tax to each delivery constituting a taxable supply, in the amount according to the Value Added Tax Act as amended on the date of the occurrence of the obligation to declare the tax. The date of taxable supply is considered to be the day of each separate supply of goods within the meaning of the VAT Act, depending on the term according to INCOTERMS 2020 agreed and made according to the Contract, Declaration, order or these DTs. In individual contracts, declarations and orders, the date of taxable supply may be agreed differently from these DTs, but in accordance with the Value Added Tax Act.

2.13

The invoicing will be based on the quantity of goods in litres at 15 °C, or in m^3 or kg according to the type of goods, according to the Shipping Note / Cargo Consignment Note / Consignment Note from the shipping terminal.

2.14

The Buyer is entitled to pay the purchase price in one of the following ways: (1.) by transfer order or (2.) by cash payment made in the financial institution, unless the Contracting Parties agree on another type of payment. In the event that the Buyer pays the purchase price by transfer order, it does so preferentially from the accounts it has specified in the contract. If the payment is made from an account other than the one specified in the contract, it shall indicate the variable symbol in the

payment in order to be able to determine to which specific tax/advance document the payment relates. If the Buyer sends the payment from an account other than the one specified in the Contract and does not indicate the variable symbol to identify the payment, it is considered that the payment was intended to settle the oldest receivable so far partially/completely unpaid. If the Buyer has no outstanding payables to be paid to the Seller, it is considered that the payment from the account without the variable symbol is an advance payment for future performance. If the Seller does not record any outstanding payables due from the Buyer, nor is a future performance agreed with the Buyer, the Seller shall return the received payment to the Buyer's account without undue delay. In the case of a cash payment made in a financial institution, the Buyer is obliged to provide the Seller with a signed statement of cash payments.

2.15

Tax documents (invoices) will be issued primarily in electronic form and placed on the Invoicing Portal (https://fakturace.orlenunipetrol.cz/). In the event of a non-standard situation (e.g. temporary malfunction of the portal), invoices will be sent in paper form to the Buyer's address. The invoice in electronic form ("electronic tax document") is issued in accordance with Sections 26, 29, 34 of Act No. 235/2004 Sb., as amended, in pdf format and delivered to

- in the case of tax documents, by placing it on the Invoicing Portal, to which the Buyer will be allowed to access using an access name and password, delivered separately from the Agreement on the Method of Issuance and Delivery of Tax Documents (hereinafter the "Agreement").
- in the case of corrective tax documents, by downloading it from the Invoicing Portal of the Seller.

The Seller undertakes that notifications of the issuance of all tax documents on the invoicing portal will be sent to the email address(es) of the Buyer specified in the Agreement or directly in the Contract.

In the event of a change in the address above, the Buyer shall notify the Seller at least three days in advance by email to the electronic address of the contact person specified in the header of the Contract/Agreement and to the address orders@orlenunipetrol.cz.

The Buyer is responsible for the accuracy and timeliness of the email address and for the continuous collection of electronic tax documents delivered to it through the billing portal of the Seller.

2.16

In the case of weekly UIC pricing with multi-day (e.g. weekly) prices, it applies that if, during the period on which the prices are determined, a legislative change concerning the amount of any of the taxes relevant to the sale of goods becomes effective, the sale price will be calculated using the averages of the relevant announced UIC prices net of all statutory taxes. Relevant taxes effective on the DTS will be added to the thus adjusted average UIC values.

2.17

In the case of monthly UIC pricing, the following applies: If, during the period on which the prices are determined and the period of the actual DTS, a change in the amount of any of the taxes relevant to the sale of goods becomes effective, the sale price will be calculated using the averages of the relevant UIC values net of all statutory taxes. Relevant taxes effective on the DTS will be added to the thus adjusted average UIC values.

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3. Securing the Buyer's Payables

3.1

The Seller is not obliged to perform if the Buyer, at its request, does not provide adequate security for receivables that have arisen or that will arise in the future on the basis of a concluded Contract/Declaration or on the basis of an order.

3.2

If the Seller concludes a contract with the insurance company on the insurance of receivables due from the Buyer, the Seller may provide the Buyer with a credit limit equal to the total amount of the insurance limit set by the insurance company. For the purposes of insuring the performance of obligations arising from the Contract/Declaration, the Buyer undertakes to provide the necessary information and documents, possibly further cooperation. In the event that the insurance company cancels the insurance limit to cover the Buyer's liabilities and/or if the Seller evaluates the payment habits of the Buyer as insufficient, the Seller is entitled to cancel or reduce the credit limit to the Buyer. Cancellation or reduction of the credit limit does not affect the Buyer's obligation to pay its obligations to the Seller which arose before the cancellation or reduction of the credit limit. In the case of cancellation of the credit limit, advance payment may be applied for further deliveries. In the event that the insurance company reduces the insurance limit to cover the Buyer's liabilities, the Seller is entitled to reduce the credit limit to the Buyer to the level of the new amount of insurance limit set by the insurance company. Failure to perform deliveries, if any, from the date of reduction of the credit limit until the time of reduction of the Buyer's obligations corresponding to the credit limit reduced according to the previous sentence is not a breach of Contract/Declaration and the Seller is not liable for any damage caused thereby. The Seller is obliged to familiarise the Buyer with the fact of cancellation or reduction of the credit limit without delay. Email notification will also be considered an appropriate method of familiarisation. The provisions of this paragraph apply similarly to securing receivables through a bank guarantee.

3.3

The Buyer agrees to provide excise duty for the transport of selected products under the conditional exemption pursuant to Sections 24 and 25 of Act No. 353/2003 Sb., on Excise Duties, as amended, or the exemption regime pursuant to Section 50 of the Act on Excise Duties or the free tax circulation regime for liquefied petroleum gases pursuant to Section 60 of the Act on Excise Duties, unless agreed with the Seller otherwise. In the event that the Seller secures the payment of excise duty for the period of transport of selected products according to Act No. 353/2003 Sb., on Excise Duties, as amended, the Seller is entitled to require from the Buyer to deposit a financial security or issue a bank guarantee in its favour in the amount of the total tax liability, which is the subject of security for the period of transport.

3.4

Pursuant to Act No. 353/2003 Sb., on Excise Duties, as amended, the Buyer (Consignee) is obliged to submit a notification of acceptance of selected products moved by transports registered in the EMCS (Excise Movement and Control system), no later than five business days after the end of transport. In the event that the notification is not made by the Buyer (Consignee) in a due and timely manner, the Seller is entitled to suspend further deliveries of goods to the Buyer, until the end of transport by submitting a notification of acceptance of selected products under the Act mentioned above. Within the meaning of the provisions of Sections 2890–2893 of Act No. 89/2012 Sb., the Civil Code, as amended, without prejudice to the authorisation of the Seller in the previous sentence, in the case the Buyers violates its obligation to terminate transport by submitting a notification of

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acceptance of selected products under the Act mentioned above, it shall reimburse the Seller for all costs and all damage incurred as a result of the Buyer's default. This damage may consist mainly in the fact that the Seller shall pay the excise duty.

3.5

In the event of a default in payment of the purchase price by the Buyer, the Seller is entitled to satisfy its claim in the form of the instrument securing the liability in accordance with the relevant terms and conditions of the specific security relation under a separate contract. Before meeting through the security instrument, the Seller may invite the Buyer to meet the obligation additionally within the time limit of five days.

4. Transfer of Titles

4.1 Reservation of the title

The Buyer acquires the title to the goods by paying the purchase price in full, by its crediting to the Seller's account. The Buyer is not entitled to pledge the goods or products owned or co-owned by the Seller, for the benefit of third parties or to establish another title to these goods or products which would in any way limit or exclude the Seller's title, or allow the creation of a lien upon such goods or products, until the full settlement of the Buyer's payable due to the Seller. The Buyer is also not entitled to pledge or otherwise encumber any receivables for the payment of the purchase price to third parties, if the Seller is the owner or co-owner of goods or products under this provision.

4.2

The transfer of the risk of damage to the goods and DTs is governed by INCOTERMS 2020 as amended. Damage to the goods which occurred after the transfer of the risk of damage to the goods from the Seller to the Buyer does not release the Buyer from the obligation to pay the purchase price.

4.3

If the previous Paragraph 4.2 of these DTs does not apply to the transfer of the risk of damage to the goods, the risk of damage to the goods passes to the Buyer upon the receipt of the goods from the Seller or, if it does not do so in time, upon the Seller's permission to dispose of the goods and the Buyer shall violate the Purchase Contract / Declaration by failure to receive the goods. If the Seller is obliged to hand over the goods to the carrier at the agreed place for transport of goods to the Buyer according to the Purchase Contract / Declaration, the risk of damage to the goods passes to the Buyer by handing over the goods to the carrier at the agreed place.

If the Seller is obliged to send the goods according to the Purchase Contract / Declaration, but is not obliged to hand over the goods to the carrier at a certain place, the risk of damage to the goods passes to the Buyer when the goods are handed over to the first carrier for transport to the destination.

Damage to the goods which occurred after the transfer of the risk of damage to the goods to the Buyer does not release the Buyer from the obligation to pay the Seller the purchase price.

5. Tolerance of the Quantity of Individual Deliveries during Transport Provided by the Seller

5.1

The Seller's obligation to deliver the agreed quantity of goods to the Buyer and the Buyer's obligation to take the agreed quantity of goods is considered fulfilled in individual partial deliveries if the quantity of actually delivered and taken goods differs from the quantity of goods agreed in the Purchase Contract / order by no more than 10%. In the case of deliveries of goods in TWs, the procedure will be in accordance with relevant national and international railway legislation, such as Government Regulation No. 1/2000 Sb., on the Transport Regulations for Public Rail Freight Transport – RTC / TCT / Annexes B to the COTIF 1999 – Uniform Rules Concerning Contracts of Use of Vehicles in International Rail Traffic – CIM SMGS Uniform Rules. Arrangements for annual or the monthly contractual tolerance specified in the Contract, order or Declaration is not affected by this article.

6. Contractual Penalty for Failure to Prepare Goods for Off-Take or Failure to Deliver Goods, Damages

6.1

If the Seller fails to meet its obligation to prepare the agreed amount of fuel for off-take in any calendar month for the term of the Contract, the Buyer is entitled to claim a contractual penalty of CZK 300 for each 1 m³ of fuel that the Seller did not allow the Buyer to take, even though the Buyer fulfilled all contractual agreements.

If the Seller delivers to the Buyer a smaller quantity of goods from refinery products other than the quantity agreed in the Purchase Contract / Declaration reduced by the tolerance under the Contract/Declaration or according to Paragraph 5.1 of these DTs, the Seller undertakes to pay the Buyer a contractual penalty of 5% of the price of such amount of undelivered goods reduced by tolerance under the Contract/Declaration or according to Paragraph 5.1 of these DTs.

6.2

If the Buyer fails to meet its obligation to take the agreed amount of fuel in any calendar month for the duration of the Contract, the Seller is entitled to claim a contractual penalty of CZK 300 for each 1 m³ of fuel failed to be taken.

If the Buyer takes from the Seller a smaller quantity of goods from refinery products other than the quantity agreed in the Contract/Declaration reduced by the tolerance under the Contract/Declaration or according to Paragraph 5.1 of these DTs, the Buyer undertakes to pay the Seller a contractual penalty of 5% of the price of such undelivered amount of goods reduced by tolerance under the Contract/Declaration or according to Paragraph 5.1 of these DTs. Payment of this contractual penalty does not affect the Seller's right to compensation for damage caused to it by failure to take all or part of the contractual quantity of goods, after taking into account the quantity tolerance specified in the Contract/Declaration or Paragraph 5.1 of these DTs by the Buyer. The contractual penalty is not offset against this compensation.

6.3

An obligation to pay a contractual penalty under the preceding provisions does not arise if the breach of obligations of one of the Contracting Parties was the result of a breach of duty of the other Contracting Party or the effect of a circumstance excluding liability, i.e. extraordinary unforeseeable and insurmountable obstacles arising independently of the will of the infringing Contracting Party.

6.4

If one of the Contracting Parties withdraws from the Contract, the already established right to payment of the contractual penalty according to the previous provisions remains.

6.5

In the case of transport of goods by a RT, at the failure to deliver or delay in receipt of the delivery, for reasons on the part of the Buyer, or the consignee of the delivery, the Buyer shall pay the Seller all related additional costs, such as vain travel or downtime fees for the RT.

6.6

The Contracting Party that violates any obligation arising from the Contract, Declaration, order or these DTs shall compensate the other Contracting Party for the damage caused to it by this breach of obligation.

6.7

The Seller is liable for damage up to an amount equal to the purchase price agreed in the Contract, Declaration or order to which the breach relates. This provision does not apply if the property damage was caused intentionally or due to gross negligence.

6.8

The obligation to compensate for damage does not arise if the failure of the obligation by the liable party was caused by the action of the injured party or by the lack of cooperation to which the injured party was obliged to. The Contracting Party which has committed a breach of the obligation shall not be obliged to compensate the other Contracting Party for the damage caused thereby if it proves that such breach of the obligation was the result of a circumstance precluding liability or *force majeure.*

6.9

If one of the Contracting Parties withdraws from the Contract or Declaration, the right to compensation for damages and contractual penalties arising from the breach of duty remains.

6.10 Certain stipulations related to the war in Ukraine

6.10.1. The Parties declare and confirm to each other that in response to the aggression of the Russian Federation against Ukraine commenced on 24 February 2022 (hereinafter the “War in Ukraine”), international sanctions may be imposed during the term of the Contract, a generally binding legal regulation, a directly applicable regulation of the European Communities, a resolution, decision or other measure may be issued prohibiting the import of crude oil from the territory of the Russian Federation or crude oil produced in or originating from the Russian Federation to the European Union and/or the Czech Republic, as a result of which the performance of the Seller’s obligations under the Contract will be temporarily or permanently prevented (hereinafter the “Russian Crude Oil Supply Ban”).

6.10.2. The Parties explicitly stipulate that:

a) The Seller shall not be liable for damage and shall be exempt from the obligation to compensate the Buyer or a person, whose interest was to be served by the performance of the Seller’s contractual obligation, for damage arisen as a result of or in direct connection with the breach of the Seller’s obligation, in particular the Seller’s obligation to deliver/prepare for the Buyer to take delivery of the

Goods in accordance with the terms and conditions of sale of the Goods under the Contract as a result of and/or in connection with the Russian Crude Oil Supply Ban;

b) The Seller shall not be obliged to pay to the Buyer a contractual penalty or any other sanction under the provisions of the Contract in the event that the breach of the Seller's obligation, in particular the Seller's obligation to deliver/prepare the Goods to the Buyer for collection under the terms and conditions of sale of the Goods under the Contract, occurred as a result of

and/or in connection with the Russian Crude Oil Supply Ban.

The provisions stated in Article 6.10.2.(a, b) also relate to the fact that the supplies of crude oil through oil pipeline in the Russian Federation, the import and transport thereof to the Czech Republic (hereinafter also the "CR") will become impossible also for other reasons than those stated in Article 6.10.1.

7. Disposition and Distribution of Deliveries during the Month

7.1

The Seller has the right to ship the monthly quantity in the time distribution of its choice and according to its technical capabilities.

7.2

If the Buyer requests that the shipment be carried out within certain deadlines, it shall submit the delivery schedule to the Seller well in advance, no later than the 15th calendar day of the month preceding the month of the requested delivery (see Paragraph 1.1. hereof). The schedule confirmed by the Seller is binding for shipments in the respective time period.

7.3

The Buyer shall reimburse the Seller for all additional costs arisen from changes in the original dispositions and requirements of the Buyer. These costs will be paid on the basis of the documented billing statement of the Seller. If the charged amounts are not paid within the due date, the Buyer shall pay, in addition to the charged amounts, also the sanctions agreed in the Contract/Declaration. However, this does not affect the Seller's right to compensation for damage incurred by the breach of Buyer's contractual obligations.

7.4

The Buyer shall state in the order the required mode of transport and the required distribution of the ordered quantity according to the places of dispatch. The Seller reserves the right to adjust the distribution of quantities according to the places of dispatch on the basis of its technical and organisational possibilities. Such an adjustment is not considered a rejection of the order.

8. Third Parties' Receivables

8.1

If a third party (e.g. a carrier) asserts its claim in one of the Contracting Parties, though the other Contracting Party is obliged to satisfy it, the requested Contracting Party is not entitled to satisfy the claim asserted and is obliged to inform the other Contracting Party of these facts without undue delay. This provision applies similarly to claims from contractual penalties.

9. Quality, Certificate of Quality and Certification

9.1

The delivered goods will be of a quality in accordance with the relevant provisions recognised or customary for the supply of the required type of goods. The quality of the consignment is certified by marking the goods with the relevant quality standard in the consignment note or on the quality certificate. The certificate proving the quality of the goods is sent to the Buyer together with the TW or no later than three business days from the date of dispatch, in electronic form, unless the Contracting Parties expressly agree otherwise.

9.2

For the purposes of trading under these DT, goods means petrol (BA95 / Super Plus) according to ČSN EN 228+A1, diesel fuel (MN/MN2) according to ČSN EN 590+A1, extra light fuel oil, mixed diesel fuel (SMN30) according to ČSN EN 65 6508, fatty acid methyl esters (FAME) according to ČSN EN 14 214 (65 6507), aviation kerosene (according to the latest issue of AFQJROS). For the purposes of trading other refinery products according to these DT, the goods mean liquefied petroleum gases (LPG) according to ČSN EN 589 and ČSN 656481 and other products in a quality agreed in advance by both Contracting Parties.

10. Receipt of Goods, Transport, Complaints

10.1

The consignee of the car load / Buyer (hereinafter the “Buyer”) is obliged to perform a qualitative taking goods upon receipt of the consignment. If the quality is not checked on its part before taking over the consignment, it is liable for damage caused to it by tapping off and using the contents of such a delivery.

10.1.1. Quality complaints

Before or during the hand-over of a car load that does not meet the quality of the agreed quality standard, the Buyer shall notify the sender/Seller (hereinafter the “Seller”) as soon as possible by email, fax or telephone, discontinue the receipt of goods and invite it to write a report on quality of delivery. The claimed goods must be left in the original packaging until the report is drawn up. Seals removed from the TW must be kept by the Buyer for three years during national or international transport in the event of a complaint. The Buyer must submit the seals in full at the request of the Seller. The quality of goods outside the original packaging (e.g. after pumping over) may not be claimed. In the case of an unjustified quality complaint, the costs associated with it are always paid by the Buyer.

10.1.2. Weight claim

The Buyer undertakes to accept the measurement/determination of weights from the mass flow meters and weighbridge of the manufacturer/consignor/Seller. When dispatching goods in TWs, these weight determinations are assigned the validity of the official railway weighing (the consignor will indicate a weighting stamp in the consignment note in column 94, for domestic transport, and in CIM consignment note in column 48, for international transport). Complaints about the quantity of goods (partial or complete loss of goods) or damage to goods (car loads) must be duly documented by the consignee in cooperation with the carrier. Among other things, it is required to have a commercial record drawn up for dispatch in TWs in domestic transport, in international transport according to the COTIF/SMGS International Commercial Registration, provide weight note or other

documents for the purpose of handling complaints. If the loss of goods was caused by an obvious breach or defect of the packaging (TW or tank container) during the term of the contract of carriage (during transport), the Buyer shall claim the damage from the carrier in the case of liability for damage caused by it. In the case of domestic transport, the Buyer is obliged to proceed in accordance with RTC/TCT in case of loss or damage to the goods / car load, in case of international transport in accordance with the COTIF. In the event of exclusion of the liability of the carrier(carriers), the complaint between the Buyer and the Seller is resolved within the framework of contractual relations, or in the relationship between the consignor and the consignee of the car load.

When delivering by the RT, the Buyer undertakes to accept the Seller's measurements. The delivery includes a Weight Note / Shipping Note / Cargo Consignment Note / Consignment Note or another document for the goods is part of the delivery. In the case of deliveries by the RT provided by the Seller, the tapping of the goods must be carried out at the place agreed in the order, on a technically compliant facility meeting the requirements of the applicable regulations. At the tapping point, the carrier proceeds according to the specific conditions stated on the provided card of the consignee. The Buyer shall state in the order of the goods the technical requirements necessary for the tapping. If the Buyer does not state the correct technical requirements in the order, or does not notify the Seller of important facts that may affect the tapping of the goods, the Buyer will reimburse the Seller for the additional costs incurred.

10.2

For deliveries by RTs, the relevant vehicles and drivers must be equipped with the appropriate cards / loading codes according to the relevant shipping terminal. If the Buyer sends a vehicle or driver for off-take that will not be equipped with these cards / loading codes, the Seller is not responsible for failure in delivery within the agreed deadline and does not accept any claims for additional costs associated with downtime incurred during loading and clearance of goods. The Buyer (or the carrier authorised by it) shall handle in advance all administrative requirements associated with entry and loading during the working hours of the responsible section of the relevant filling equipment of the Seller.

10.3

The goods will be delivered by the Seller in TWs or RTs through the Buyer's own transport or through the contractual carriers of the Seller under the conditions of ensuring such a mode of transport that preserves the required and agreed properties of the goods.

In the case of deliveries of goods by the Buyer's own transport, the Buyer undertakes to the Seller to accurately identify the authorised entity/person (e.g. the driver of the RT, carrier) to take over the goods within the order already made. The content of the order must also include the exact identification of the means of transport (RT license plate, TW designation number). It is the full responsibility of the Buyer to arrange for the responsible persons to be able to prove their authority upon receipt of the goods and to provide the relevant documents, including documents relating to the relevant means of transport. It is expressly stated that handing over to an unauthorised entity and/or to another means of transport contrary to the order is excluded.

10.4

The Buyer's establishment or dispensing terminal where the goods were dispatched is the place of delivery of the goods.

10.5.

Delivery of goods is carried out in such a way that the Buyer takes over the goods together with the certificate of quality (certification) and confirms the Shipping Note / Cargo Consignment Note / Consignment Note.

10.6

Partial deliveries of goods are allowed.

10.7

The Buyer is entitled to refuse to take over the goods from the RT if (1) the Consignment Note / Shipping Note including the certificate has not been delivered to it together with the goods or (2) the quantity of goods actually delivered exceeds the permitted tolerance according to Paragraph 5.1 of these DTs.

10.8

For the reasons stated in Paragraph 10.7., the Buyer shall draw up a report on the rejection of goods with the carrier's representative carrying out the transport of the goods from the Seller, which shall be signed by the Buyer and the carrier's representative and which shall state the reason for refusing to receive the delivery. The report on refusal of delivery will be part of the consignment note. In the event that the Buyer is be able to take over the ordered quantity, the Buyer undertakes to reimburse the Seller for additional costs or damage arisen. In the case of own transport, at the written request of the Seller, the Buyer shall send a copy of the confirmed consignment note by email and then by post within 48 hours.

10.9

In the event of a delay in delivery of the goods, the Seller is liable for such a delay only if the Buyer proves a serious breach of the Seller's obligations in sending the respective goods to the Buyer. In no event, however, shall the Seller be liable for any delay caused by circumstances beyond its due professional care. Such circumstances include, in addition to *force majeure*, delays in customs control, technical and logistical difficulties in transport, etc. In such cases, the Seller will process the Buyer's order in an alternative period agreed by the Contracting Parties. The Buyer has no claims due to performance in the substitute date. Furthermore, the Seller does not bear any responsibility for the actions of third parties.

10.10

In the event that the Seller withdraws from the Contract/Declaration due to its breach by the Buyer and then sells the goods intended for the Buyer to a substitute buyer, the Seller is entitled to compensation, which includes the difference between the purchase price to be paid under the Contract/Declaration and the price agreed in the replacement trade. The right for compensation of the remaining damage shall not be affected thereby.

10.11

The Seller provides the Buyer with a guarantee that for a period of 3 calendar months from the date of delivery of the goods, the goods will have the properties agreed in the Purchase Contract/Declaration. The warranty period begins on the day the goods are handed over to the Buyer or the carrier for transport for the Buyer. It is expressly stipulated that the acquisition of the title to the goods by the Buyer is not decisive for the course of the warranty period.

10.12

At the request of the Seller, the Buyer is obliged to allow the Seller to inspect the claimed goods and take samples.

10.13

The Seller is not liable for defects if the defect of the goods was caused after the transfer of the risk of damage to the Buyer by *force majeure*, improper storage or handling by the Buyer or the intervention of a third party that was not authorised to handle the goods, whereas the Buyer did not prevent this handling, although it was obliged to do so. In the case of failure to deliver the goods by third parties to the relevant terminal, the Buyer will be informed about spare sources – a substitute shipping terminal.

11. Packaging

11.1

The goods are shipped in TWs leased by the Seller and further in TWs owned or leased by the Buyer, in RTs of the Buyer or an authorised transport company, product pipeline, or in other packaging suitable for this purpose.

11.2

If the Buyer places for filling a TW in his ownership or lease, RT or other packaging, it guarantees that these comply with applicable regulations – Annexes C to the COTIF 1999 – Regulations for International Railway Transport of Hazardous Items – RID (hereinafter the “RID”) / Agreement concerning the International Carriage of Dangerous Goods by Road – ADR (hereinafter the “ADR”), the working procedures, directives or standards applicable to such packaging and to the Seller's dispatch equipment. The Buyer acknowledges that the Seller will not examine their suitability beyond the normal scope of obligations associated with the handling of placed TWs or delivered packaging. The Buyer is liable to the Seller for all and any damage caused by the delivery of unsuitable or defective packaging for filling or tapping, including leaks and the completeness of TWs fittings including the lid, see RID. The Seller is entitled to refuse the receipt of the Buyer's TWs on its own siding or to demand from the Buyer a contractual penalty for parking TWs if the arrival of these wagons is announced without the prior consent earlier than three calendar days before the scheduled date of dispatch of the loaded shipment. Likewise, the Seller is entitled to demand from the Buyer a contractual penalty for parking TWs on the Seller's siding, if the departure of these wagons is delayed by more than one calendar day after the planned date of dispatch of the loaded shipment. For exceeding the deadlines determined above, the Buyer shall pay the Seller a contractual penalty of CZK 1,000 per day for the first three calendar days, and from the fourth calendar day of continuous exceeding the deadline to pay, a contractual penalty of CZK 3,000 per day for each wagon.

11.3

The method of delivery of goods to the Buyer's or its carrier's own RTs is governed by the operating rules of the filling equipment. The Buyer undertakes to become acquainted with the applicable regulations, working procedures, standards, the Sanction Rules for Carriers and the provisions associated with the operation of the Seller's filling equipment and to comply with them. At the request of the Buyer or a transport company authorised by the Buyer, the Seller shall perform its administrative check-in for entering the premises of the dispatch terminal and training/acquaintance with the safety regulations valid for the operation of this facility. Damage caused by the Buyer's

carrier on the filling equipment or outside it is considered as damage under the Buyer's liability. Filling of pressure vessels is governed by operating rules.

11.4

In the case of off-take of the products in RTs, the Buyer shall ensure that they do not contain other residual goods, water or other products and additives. In the event that, for example, the contents of the RT are foamed away due to the presence of other products, the Buyer shall pay all costs associated with the liquidation of the consequences of the accident. In the case of RTs and TWs for the filling of LPG, the oxygen content must not exceed 0.3 % and the RT must be equipped with a certificate.

11.5

In the case of deliveries of heavy petroleum products, the Buyer is obliged to be equipped with appropriate equipment with a suitable connection to steam valves of type DN30 KOCH, DN50 Friedmann, so that if necessary to heat the material to a temperature that, with respect to material, allows smooth tapping.

12. Procedure for the Placement of a Defective TW

12.1

If TWs with a technical defect or with missing or damaged wagon parts or TWs that cannot be normally tapped/emptied are placed to the Buyer, or in the case of transport of goods in road tank cars, in the case of flow meter failure in RTs, it shall immediately notify the Seller, with which it will agree to resolve the event, it shall also without undue delay write a Wagon Damage Protocol in the cases of damage to TWs or missing or damaged wagon parts with the carrier handing over TWs (loaded and empty cars) to the siding of the Buyer or other agreed place of mutual handover of TWs according to the valid provisions, i.e. the General Contract on the Use of VSP/AVV Freight Wagons, including Annexes (+) 1 to 14 to this Contract / CUV. This also applies to cases of hidden defects. The Buyer shall use all available means to tap the TW with a technical defect.

12.2

For heavy petroleum products, the Buyer shall:

- have a device for tapping the TW through the upper opening in the event of a failure of the main valve or failure of the discharge valves;
- have a device for emergency heating of the TW by the heating steam hairpin through the upper opening of the truck in the event of a failure of the heating coils;
- return unloaded TW with open steam valves.

It is only allowed to return a full wagon with the consent of the Seller. All costs associated with a technical defect (including transport costs) are borne by the person responsible for the damage.

13. Contractual Conditions for the Management of TWs Provided by the Seller

13.1

a) The subject are TWs provided for the purposes of national or international transport (CIM/SMGS) by the Seller, i.e. they are owned or leased or may be disposed of under another contractual relationship with the written consent of the wagon holder (holders).

b) The Buyer shall ensure complete emptying of TW and subsequent proper closing of all fittings (ensure closing and tightness of the dome lid, main and side valves with screwed cap nuts), clean boiler surface, clean cap nuts including chains, removal of seals after previous shipments and proper marking of wagons after transport of dangerous goods in accordance with the applicable provisions of RID and the UIC loading directives (volumes 1, 2 and 3), working procedures and operating instructions for TW. For TW equipped with heating coils and heated outlets, the steam drain cock must be open. The Buyer shall also ensure the rapid return of TW for reloading within the deadlines specified in these DTs. The return time of an empty TW means the time when the wagon was handed over by the carrier at the place of mutual siding delivery (transfer station of the siding) or at another agreed place of mutual delivery of TW in return transport (stamp of the dispatching railway station or carrier on the consignment note for domestic transport – column 92 or in the case of international transport in the CUV/CIM wagon note – column 59).

c) The Buyer declared on the return run in the consignment note for domestic transport (for international transport in the CUV wagon note) or in the forwarding note for local transport as a consignor (in the case of a loaded run as a consignee) shall return TW without undue delay after emptying on the Seller's siding or to another agreed place of mutual delivery of TW at its own expense (according to the agreed Incoterms 2020 and the Contract) and with a consignment note for domestic transport (for international transport with a CUV wagon note). The original consignee specified in the transport document (consignment note for domestic transport, CUV wagon note) may perform new sale (re-dispatch) or change of the contract of carriage for wagon consignments loaded into the Seller's TW only with its written consent and according to the content of entries in the transport document (consignment note for national transport, CIM/SMGS consignment notes, CUV wagon note and forwarding note for local transport).

d) The time limit for emptying/tapping all TWs is 48 hours, for goods with a higher viscosity it is 72 hours. For goods delivered by the Seller in pressure TWs and in the period from 1 December to 31 March for goods with higher viscosity, the lime limit for emptying/tapping is extended to 96 hours. The time limit for emptying/tapping the TW starts with the handover of the loaded vehicle to the Buyer/consignee (Handover Sheet, part No. 3 Off-take Sheet of the Consignment Note for domestic transport and part No. 3 Off-take Sheet for CIM Consignment Note are confirmed between the consignee and career) and ends by handing over an empty TW by the Buyer/consignor back to the carrier (the Return Note is confirmed between the consignor and the carrier and the transport contract is concluded with handing over the consignment note to the carrier – Consignment Note for domestic transport part no. 1,2,3 and CIM Consignment Note part No. 1, 2, 3, 5. Part No. 4 Duplicate remains in the possession of the consignor). If this time limit is exceeded, the Buyer shall prove this fact by submitting a photocopy of the consignment note for domestic transport and the CIM consignment note for loaded run (part 1 – Consignment note) and, for empty return run, a consignment note for domestic transport and a CUV wagon note for international transport (part 4 – Duplicate). The imprint of the station stamp of the dispatching and receiving station or the imprint of the stamp of the carrier/carriers in the transport document is a decisive Sender.

e) The time limit for returning the TWs consists of the delivery time and the time limit for emptying the car (according to Paragraph 13.1(d) of these DTs) and is seven calendar days, for goods with higher viscosity ten calendar days and for goods delivered in pressure TWs twelve calendar days in the CR. For deliveries to EU member states, the time limit is extended by 2 calendar days, for other countries outside the EU, the time limit is extended by a total of 4 calendar days. This time limit begins with the handover of the loaded TW to the carrier by the Seller and ends with the takeover of the wagon after return transport by the carrier. The Seller is entitled to demand from the Buyer payment for exceeding the time limits above, for each, even commenced calendar day and the wagon This contractual penalty amounts to CZK 1,500 per day for pressure

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tankers and CZK 800 per day for other TWs. The right to the compensation shall not be thereby affected.

f) The mutual relations between the carrier and the consignor when handing over a car load or empty TW from the siding and further between the carrier and the consignee when handing over an empty or loaded wagon to the siding are not relevant in assessing whether the time limit for returning the TW has been met. It follows that the time data given in the Delivery and Return Notes cannot be used for complaints (the substitute is the extension of the deadline for emptying TWs for goods with higher viscosity and goods in pressure tank wagons to 96 hours).

g) The Buyer shall not pay a contractual penalty to the Seller if, during domestic or international transport, the TW was physically destroyed, the TW and its wagon parts were lost and damaged, or if the TW was returned to the Seller late due to its damage or damage and loss of wagon parts by the carrier. However, if the TW and its wagon parts have been damaged by the Buyer (consignee/consignor) or if the Buyer (consignee/consignor) has caused the dragging or loss of the TW or a third party to whom the Buyer (consignee/consignor) has allowed access to the TW, the Buyer shall reimburse all costs incurred for restoring the wagon to its original condition, repairing the wagon, wagon parts and their additions, including other additional costs, and further compensate the damage caused to the Seller from the date of occurrence of damage until the date the Seller received a written notice of the Buyer (recipient/sender) of that event.

14. Eligibility for Transport and Requirements for Cars (RTs)

14.1

The Buyer or its carrier is obliged to have all permits, licenses and authorisations to transport refinery products and is responsible for the timely extension of their validity if their validity expires during the effect of these DTs.

14.2

To ensure the transport of refinery products, the Buyer or its contracted carrier(s) shall have suitable types of road vehicles available. They must only use vehicles equipped in accordance with ADR and other applicable regulations. The vehicle transporting refinery products must be operated in good technical condition and must be clean.

14.3

The Buyer or its carrier is responsible for ensuring that the vehicle is driven by a responsible and trained driver who meets all the requirements prescribed by the relevant regulations. It is also responsible for ensuring that its drivers will comply with all applicable regulations and instructions for the transport and handling of goods.

14.4

The Buyer shall provide the Seller in writing with the relevant information concerning vehicles, drivers, or forwarding or goods receiving companies before the start of the off-take of the goods by its own RTs or RTs of a third party. In the event of a change in the authorisation, the Buyer shall immediately notify the Seller in writing. The Seller is not liable for any damage caused to the Buyer by the off-take of the goods by a company or equipment that has not been removed by the Buyer from the list of eligible companies.

15. Handover of Documents

15.1

The carrier will take over the agreed transport and tax documents on behalf of the Buyer at the shipping terminal, on which the driver of the carrier will confirm the correctness of the stated data with his/her legible signature. The Buyer shall confirm the receipt of the goods / car loads at the place of delivery with its legible signature and stamp. The detected defects on the goods and packaging shall be stated in the consignment note. At the tapping reception point, the carrier shall leave only a copy of the confirmed Shipping Note / Cargo Consignment Note / Consignment Note.

15.2

When loading goods subject to excise duty at the shipping terminal, the Buyer, or a carrier authorised by it, is responsible for taking over the documents related to excise duty from the shipping terminal worker and keeping these documents throughout the entire time of transport so that they can be presented in the case of customs control. At the same time, the Buyer or the carrier authorised by it, shall follow the Seller's instructions in the case of issuing documents proving the excise duty taxation of goods or other documents arising from the Act on Excise Duties, as amended, made during transport through the Customs Portal and sent to the Buyer or its authorised carrier.

15.3

In the event that the Buyer or the carrier authorised by it violates the obligations set out in Paragraph 15.2, the Buyer undertakes to reimburse the Seller all and any costs incurred in connection with the violation of these obligations (penalties, additional excise duty, detention of the goods by the Customs, etc.).

16. Force Majeure

16.1

Neither party shall be liable for any failure to meet a legal obligation if such failure or delay was caused by an obstacle which arose beyond control of the liable party and prevented it from fulfilling its obligation, unless it cannot and may not be reasonably assumed that the liable party could avert or overcome this obstacle or its consequences, and furthermore, if at the time when the obligation arose, it could not realistically foresee this obstacle (hereinafter the “Force Majeure”). However, liability for the fulfilment of the obligation is not excluded by an obstacle which arose only at a time when the liable party was in delay with the fulfilment of its obligation or arose from its economic circumstances.

16.2

For the purposes of these DTs, if Force Majeure meets the conditions under the preceding clause, it includes, but is not limited to:

- natural disasters, fires, earthquakes, landslides, floods, high water, storms or other atmospheric disturbances and phenomena of a considerable extent or
- wars, rebellions, riots, civil unrest or strikes, general strikes or
- decisions or legal acts of public authorities, regulations, restrictions, prohibitions or other interventions of the state, state authorities or local government; or
- supply outages of primary raw materials for the production of refinery products not caused by the Seller (e.g. cessation or reduction of oil supplies), or

- explosions or other damage or malfunctions or unplanned outages of production or distribution facilities.

16.3

In the event of any unplanned production restrictions, the Seller will cut deliveries to all its contractual partners in the same proportion. The basis for determining the amount of restricted deliveries will be the quantities actually taken in the previous calendar month.

16.4

The Contracting Party that has violated, violates or assumes, with regard to all known facts, that it violates its obligation under the Purchase or General Purchase Contract, or the Declaration, or under the order as a result of a *force majeure* event, shall immediately inform the other Contracting Party of such a breach or event and shall make all possible effort to prevent such an event or the consequences thereof and to remove the negative impacts thereof.

17. Legitimate Interests

17.1

The Contracting Parties shall cooperate with each other and to proceed prudently in accordance with their legitimate interests in order to comply with the Contract/Declaration. They shall inform each other of all important circumstances concerning the implementation of the Contract/Declaration and to provide an explanation without delay at the request of the other Contracting Party. Both Contracting Parties shall proceed within their normal capabilities in such a way as to minimise any damage, loss or risk resulting from activities connected with the performance of contractual relations or the use of products. Each of the Contracting Parties shall strictly ensure the observance of the confidentiality of business information which has arisen between them as a result of the performance of the Contract/Declaration.

18. Information

18.1

The Seller and the Buyer undertake to provide each other with all information related to any restrictions on the performance of the Contract/Declaration, as soon as they are aware of it. If one of the Contracting Parties failed to inform the other in good time of the restriction, even though it was aware of it, it shall reimburse the other party for all provable costs incurred by it as a result of this omission.

18.2

If the Contracting Parties provide each other directly, indirectly, orally and in writing with information which is subject to trade secret or if they mark it as confidential during the conclusion of the Contract/Declaration or during the delivery of goods, they may not provide, make available or otherwise communicate this information to third parties or use it for oneself contrary to the interests of the other Contracting Party, or for any purpose other than that for which it was communicated to them; the party concerned will consider a breach of this obligation to be unfair competition within the meaning of Section 2976 of the Civil Code, without prejudice to the right to compensation pursuant to Section 2894 of the Civil Code.

19. Withdrawal from the Contract

19.1

In addition to the Buyer's delay in the off-take of the goods or the Buyer's delay in paying the purchase price (Article 2 of these DTs), the Seller shall also withdraw from the Contract, especially if insolvency proceedings are initiated against the Buyer, if the Buyer enters into liquidation or if it is aware of the circumstances that could jeopardise or impede the recoverability of the Seller's receivables. In this case, the Contract shall cease to exist when a written notice of withdrawal is delivered to the Buyer.

19.2

Withdrawal from the Contract terminates all rights and obligations of the Parties to the Purchase Contract, with the exception of the right to damages and payment of the contractual penalty and provisions of the Purchase Contract and these DTs, which relate to the choice of law, the settlement of disputes between the parties and the adjustment of the rights and obligations of the parties in the event of termination of the Purchase Contract.

20. Other Delivery Terms

20.1

These DTs apply to all deliveries of the Seller's refinery products. Any purchase conditions stated or pre-printed on the Buyer's order, as well as any other terms and conditions in the order that contradict these DTs, are considered invalid if the Seller has not expressly accepted them in the order confirmation. The Seller declares the Agreement on the Acceptance of these DTs as an essential part of the Contract/Declaration.

21. Occupational Safety

21.1

The Buyer shall familiarise with all the rules and regulations at the filling point, concerning occupational safety and health protection, fire protection and the environment. It shall also ensure that its staff and those of its subcontractors work at all times in accordance with these rules and regulations and comply with them. Failure to comply with these rules or regulations by the Buyer's workers or its subcontractors may result in their removal from the Seller's premises.

21.2

The Buyer undertakes to ensure and provide all its employees and representatives with the necessary personal protective equipment, which is required by the Seller with regard to the nature of the working environment.

21.3

Within the scope of occupational health and safety and movement of persons occurring in the areas of dispensing terminals and production premises of the Seller, the Buyer undertakes to use these pieces of basic personal protective equipment when performing activities in centres where dangerous goods are handled (loading/unloading, etc.) according to ADR/RID:

- protective working clothes – non-flammable according to ČSN EN ISO 11612 (made of non-flammable fibres,

not of cotton, flax, etc.) and antistatic according to ČSN EN 1149-3,
- warning vest complying with EN 471
- protective helmet with more than two attachment points, complying with ČSN EN 397
- Protective goggles with side shields complying with ČSN EN 166
- protective work gloves according to ČSN EN 374-3, chemically resistant
- protective safety footwear according to ČSN EN 345 in version S3

21.4

The Buyer shall immediately inform the staff of the place of filling about all work accidents and incidents that occur to the Buyer's workers at the place of filling. The Buyer undertakes to work closely with the Seller in the investigation of all accidents.

21.5

The provision of fire protection is governed by generally applicable regulations, in particular the provisions of Act No. 133/1985 Sb. and Decree No. 246/2001 Sb. and the relevant internal directives applicable for the place of filling, the content of which the Buyer shall familiarise with and which the Buyer shall comply with. Repeated breach of safety regulations will be considered a material breach of the Contract/Declaration and shall be grounds for withdrawal from the Contract/Declaration.

22. Governing Law and Settlements of Disputes

22.1

The Contracting Parties agree that the legal relationship, or rights and obligations from the Purchase or General Purchase Contract or Declaration, or from the order, their securing, change and termination are governed exclusively by Czech law, with the exclusion of conflict rules, in particular Act No. 89/2012 Sb., the Civil Code, as amended.

22.2

The Contracting Parties have agreed that any disputes arising between them from legal relations established by a Purchase or General Purchase Contract or an order, another contract or in connection therewith, shall be decided by the general courts of the CR.

22.3

The Contracting Parties hereby exclude the application of the UN Convention on Contracts for the International Sale of Goods to the rights and obligations arising from the Purchase Contract, General Purchase Contract / Declaration or order. The Parties further agree that business practices do not take precedence over any provision of law, even over the provisions of law that do not have coercive effects.

23. Conditions for VAT Exemption for Transport to Another EU Member State

23.1

The Seller will exempt the delivery of goods to the Buyer from Czech VAT only if all the following conditions are met:
- the goods are dispatched or transported to AMS,
- the goods are dispatched or transported by the Seller, Buyer or a third party authorised by them,

- the goods are the subject of the acquisition of goods in AMS,
- the Buyer provided a VAT number for VAT registered in AMS.

The Buyer shall inform the Seller if it has not met any of these conditions.

23.2

If the Buyer is a taxpayer in the EU and the goods are intended for delivery to the EU and are delivered with the term EXW, FCA or DAP/DAF border (territory of the Czech Republic), the Buyer declares that the goods that are the subject of the Contract (order) shall be transported by it or its authorised carrier, not the customer of the Buyer or its authorised carrier. The Buyer undertakes not to sell and/or deliver the goods to another entity in the CR.

Before the first delivery of the goods, the Buyer shall provide the Seller with a list of its carriers and copies of contracts with them. At the same time, the Buyer shall inform the Seller of any subsequent changes to this list, i.e. in the person of the carrier. In the event that a carrier other than the one listed in the Buyer's list appears to load the goods, the Seller reserves the right not to issue the goods or invoice for the goods including VAT as in domestic delivery, and such conduct may not be considered a breach of the Purchase Contract and may not be subject to any sanctions by the Buyer.

In the event of the commencement of the tax proceedings at the Seller, the Buyer undertakes to immediately provide the Seller with all documents proving the fact that the goods left the territory of the CR and ended up in AMS and the transport was carried out by the Buyer or its authorised carrier.

23.3

In the event that the goods are sent or transported by the Buyer or a third party authorised by it to AMS, the Buyer shall have and upon request provide the Seller with evidence of the transport of goods to AMS such as a signed document or CMR consignment note, bill of lading, invoice from the carrier of the goods, etc., at least two such pieces of evidence, which may not contradict to each other, must be issued by two different parties independent of each other, of the Seller and the Buyer. The consignee's confirmation in the EMCS only proves that the goods have been dispatched/transported to AMS.

23.4

If only one of the proofs referred to in Paragraph 23.3 herein is available, the Buyer must have at least one of the following documents for the Seller:

- insurance relating to the dispatch or transport of goods or bank documents proving payment for the dispatch or transport of goods;
- official documents issued by a public authority, such as a notary, certifying the termination of the carriage of the goods in the EU;
- receipt from the warehouse keeper in the EU confirming the storage of the goods in that EU Member State.

23.5

Furthermore, the Buyer shall provide a written confirmation stating:

- that the goods have been dispatched or transported by it or on its behalf by a third party,
- Member State of destination of the goods,
- date of issue,
- Buyer’s name and address,
- quantity and type of goods,

- date and place of termination of the carriage of the goods,
- identity of the natural person receiving the goods on behalf of the Buyer.

This obligation may also be fulfilled by a summary confirmation, where, however, all details for individual deliveries must be specified.

23.6

The confirmation according to Paragraph 23.5 herein on transport to the destination must be sent to the Seller no later than the tenth day of the month following the delivery of goods by email to docs@orlenunipetrol.cz. The Seller may additionally request the sending of these documents in paper form. The Buyer undertakes to send these documents on request.

23.7

If the conditions for exemption from VAT according to Paragraphs 23.1 and 23.2 of these DTs are not met by the Buyer or the Seller is not provided upon request with documents confirming transport to AMS specified in Paragraphs 23.3 and 23.4 of these DTs or no confirmation is sent according to Paragraph 23.5 of these DTs, delivery of the goods will be taxed by Czech VAT, even additionally. If the goods are transported by the Buyer's customer or its authorised carrier, Czech VAT will always be applied, even additionally. If the goods are sold and/or delivered by the Buyer to another entity in the CR, VAT will always be applied, even additionally.

In such a case, the Buyer shall pay this VAT to the Seller, including tax-related fees (penalties, default interest), if applied.

The Buyer shall also pay the Seller all taxes, including their related fees, or other damage, if, according to the paragraphs mentioned above, the Buyer is provided with false information or the Buyer misleads the Seller.

24. Conditions for Exemption from VAT on Export

24.1

For the purposes of this Act, the export of goods means the exit of goods from the territory of the European Union to the territory of a third country.

Exports of goods shall be exempted from tax, if it is delivery of goods by a payer which is dispatched or carried from its country to a third country:

a) by the Seller or its authorised person, or

b) by the Buyer or its authorised person, if the Buyer does not have its registered office or place of residence or establishment in its country, with the exception of the goods transported by the Buyer for the purpose of equipping or supplying recreational boats or aircraft, or other means of transport for private use.

The Buyer shall inform the Seller if it has not met the relevant conditions.

The payer shall prove the exit of goods from the territory of the European Union as follows:

a) by a decision of a customs office on the export of goods to a third country confirming the exit of goods from the territory of the European Union, release for the customs procedure for export, passive improvement trade, external transit or re-export, or

b) by other means of proof

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24.2

If the Buyer is from a third country and the goods are intended for export and are delivered with the term EXW, FCA, DAF/DAP border (the territory of the Czech territory) or DAT INCOTERMS 2020, the Buyer declares that the goods that are the subject of the Contract (order), shall be transported by it or its authorised carrier, not by the customer of the Buyer or by its authorised carrier. The Buyer further honestly declares that it has no registered office, place of business or establishment in the CR. The Buyer declares that the goods that are the subject of the Contract shall not be sold and/or delivered to another entity in the territory of the EU.

24.3

Before the first delivery of the goods, the Buyer shall provide the Seller with a list of its carriers and copies of contracts with them. At the same time, the Buyer shall inform the Seller of any subsequent changes to this list, i.e. in the person of the carrier. In the event that a carrier other than the one listed in the Buyer's list appears to load the goods, the Seller reserves the right not to issue the goods or invoice for the goods including VAT as in domestic delivery, and such conduct may not be considered a breach of the Purchase Contract and may not be subject to any sanctions by the Buyer.

24.4

In the event that the goods are sent or transported by the Buyer or its authorised carrier, the Buyer shall provide the Seller with a copy of the delivery note signed or certified by the consignee outside the EU customs territory with the requisites of Paragraph 24.5 of these DT, i.e. including confirmation that the goods were sent or transported by the Buyer or on its behalf by a carrier authorised at it.

24.5

If a confirmed delivery note according to Paragraph 24.4 of these DTs is not available, the Buyer shall provide a written confirmation stating:

- that the goods have been dispatched or transported by it or on its behalf by a carrier authorised by it,
- country of destination of the goods,
- date of issue,
- Buyer’s name and address,
- quantity and type of goods,
- date and place of termination of the carriage of the goods,
- identity of the natural person receiving the goods on behalf of the Buyer.

This obligation may also be fulfilled by a summary confirmation, where, however, all details for individual deliveries must be specified.

24.6

The confirmation according to Paragraphs 24.4 or 24.5 herein on transport to the place of destination (outside the EU) must be sent to the Seller no later than the tenth day of the month following delivery by email to docs@orlenunipetrol.cz. The Seller may additionally request the sending of these documents in paper form. The Buyer undertakes to send these documents on request.

In the event of the commencement of tax proceedings at the Seller, the Buyer undertakes to immediately provide the Seller with all valid original documents proving the fact that the goods left the territory of the European Union and the transport was carried out by the Buyer or its authorised carrier.

24.7

If the conditions for exemption from VAT according to Paragraph 24.1 or 24.2 of these DTs are not met by the Buyer or the Seller is not provided with the documents specified in Paragraph 24.4 or 24.5 of these DTs, the supply of goods will be taxed by Czech VAT, even additionally.

In such a case, the Buyer shall pay this VAT to the Seller, including tax-related fees (penalties, default interest), if applied.

The Buyer shall also pay the Seller all taxes, including their related fees, or other damage, if, according to the paragraphs mentioned above, the Buyer is provided with false information or the Buyer misleads the Seller.

25. Anti-corruption Clause

25.1

Both Parties declare that, in connection with the performance of this Contract/Declaration, they shall exercise due diligence and shall comply with all legal regulations binding on the Parties in the field of corruption prevention issued by competent authorities in the CR and the EU, both directly and when acting through subsidiaries or affiliated economic subjects of the Parties.

25.2

In addition, each Party declares that, in connection with the performance of this Contract/Declaration, it shall comply with all internal requirements that are binding on the Parties regarding standards of ethical conduct, prevention of corruption, in accordance with the legislation on settlement of transactions, costs and expenses, conflicts of interest, giving and accepting gifts, anonymous reporting and explanation of misconduct, both directly and when acting through subsidiaries or affiliated economic entities of the Parties.

25.3

The Parties declare that in connection with the conclusion and performance of this Contract/Declaration, neither Party nor any of its owners, partners, shareholders, members of the Board of Directors, directors, employees, subcontractors nor any other person acting on their behalf has performed, proposed or promised to do so, authorised or shall make, propose, promise to make, or authorise to make a payment or other activity that could lead to financial or another enrichment, or any other profit directly or indirectly for any of the following:

- a member of the governing body, director, employee or a representative of the respective party or of any
- subsidiary or associated economic entity of the Contracting Parties;
- a public official understood as a natural person who performs a public function within the meaning that this term has in the legal system of the country where the performance of this Contract takes place or where the official registered offices of the Parties or any of their subsidiaries or related economic entities are located;
- a political party, a member of a political party, or a candidate for a position in public office;
- an agent or intermediary of the aforementioned persons; nor
- any other person or entity – for the purpose of obtaining their decision, influence or activity that may lead to any illegal preference or any other undesirable purpose, if this activity violates or would violate anti-corruption legislation issued by competent authorities in Poland and in the territory of the European Union, both directly and when acting through subsidiaries or affiliated economic entities of the Parties.

25.4

The Contracting Parties shall inform each other of any violation of the provisions of this Paragraph without undue delay. At the written request of one Contracting Party, the other Contracting Party shall provide information and an answer to a reasoned request from the other Party concerning the performance of this Contract in accordance with the provisions of this Paragraph.

25.5

In order to properly fulfil the obligations above, both Contracting Parties declare that during the performance of this Contract, each person acting in good faith shall be enabled to report an error anonymously by electronic mail through the Anonymous System for Reporting Unethical Conduct: securityreport@orlenunipetrol.cz.

25.6

In the cases of suspected corruption committed in connection with or for the purpose of performance of this Contract by any representative of both Contracting Parties, ORLEN UNIPETROL reserves the right to conduct an anti-corruption audit of the supplier / Contracting Party to verify that the supplier / Contracting Party complies with the provisions of this Article, in particular in order to explain all matters relating to corrupt practices.

26. Sanction Clause

26.1. PARTIES' DECLARATIONS

The Parties declare that, to the best of their knowledge as of the date of the Contract, the parties and their subsidiaries, parent companies and members of its bodies and persons acting on their behalf and to their account:

(i) comply with the sanction provisions established by the United Nations, the European Union, the Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland and other bodies of a similar nature and bodies acting on their behalf (hereinafter the "**Sanction Provisions**");

(ii) are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal entities or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter the "**Sanctioned Entity**";

(iii) are not directly or indirectly owned or controlled by legal entities or natural persons meeting the criteria set out in point (ii) above;

(iv) do not have their registered office or principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;

(v) are not the subject of proceedings or investigations against them in connection with the Sanction Provisions.

26.2. PARTIES' OBLIGATIONS

The Parties undertake to ensure that for the term of the Contract:

(i) they and their subsidiaries and members of their bodies and persons acting on their behalf and in their favour will comply with the Sanction Provisions;

(ii) any remuneration to which they are entitled under the Contract will not (directly or indirectly) be made available to or used in favour of the Sanctioned Entity to the extent that such conduct is prohibited under the Sanction Provisions;

(iii) any of the statements referred to in Article 1 will remain true, and in the event that any of the statements referred to in Article 1 become untrue, it shall, unless prohibited by law, promptly, but in any event within 10 days of becoming aware of such event, inform the other Party of any such occurrence and of the steps taken to restore the accuracy of such statements;

(iv) cover any loss to the other Party arising from any act or omission of the other Party, its subsidiaries, parent companies and members of its bodies and persons acting for and on its behalf in connection with any failure to perform or flawed performance of the obligations set out in this Article 2.

27. Other Provisions

27.1

The Contracting Parties exclude the application of Section 1740(3) of the Civil Code, which provides that the Purchase Contract is concluded, even when there is no full concert with regard to the will of the Contracting Parties.

27.2

For the purpose of fulfilling the Contract, the Seller processes personal data contained in the Purchase Contract (contact details) or personal data of the Buyer's employees, which it obtained in connection with the performance of the Purchase Contract and which it processes in accordance with General Regulation on Personal Data Protection (EU) 2016/679 and other follow-up or implementing regulations in the field of personal data protection. The personal data provided by the Buyer under the Purchase Contract will be processed and stored by the Seller for the maximum period of validity of the Purchase Contract and subsequently for 10 years. The Buyer's employees, as data subjects, exercise all rights against their employer – the Buyer.

27.3

The Buyer confirms that all clauses contained in these DTs are comprehensible to it, are not disadvantageous to it and they do not deviate from the common terms and conditions agreed in similar cases. The Contracting Parties agreed that with regard to the contractual relationship the provisions of Section 1799 and Section 1800 of the Civil Code governing the references to terms of trade in form contracts defining incomprehensible or particularly disadvantageous clauses and conditions of their validity shall not apply.

27.4

The Buyer takes on the risk of changing circumstances in accordance with Section 1765 of the Civil Code.

27.5

The Contracting Parties declare that none of them feels as and is not considered the weaker party in relation to the other party and that they had the opportunity to familiarise themselves with the text and content of the DTs, they understand it and that they want to be bound by it and that they have sufficiently discussed all and any arrangements. The Contracting Parties further declare that the implementation of these DTs does not result in a disproportionate disadvantage of one of the Contracting Parties pursuant to Section 1793 of the Civil Code.

27.6

In accordance with the provisions of Section 630 of the Civil Code, the extension of the limitation period of all rights arising from contractual relations between the Contracting Parties to 4 years upon the commencement of the time limit and the extension of the limitation period also applies to rights arising from termination of obligations (e.g. withdrawal from the Contract). The provisions on the extension of the limitation period for Seller's rights shall not be separated from those on the extension of the limitation period for the Buyer’s rights.

27.7

The Buyer is not entitled to transfer any rights and obligations in relation to the Seller to a third party without the prior written consent of the Seller.

27.8

The Contracting Parties have agreed that in the event of a change of the data specified in the Contract/Declaration in one or the other Contracting Party, the Contracting Party on whose side the change occurs shall inform without undue delay of this change the other Contracting Party by email. In the event that the liable Contracting Party fails to do so, the existing data of the Contract/Declaration shall apply, provided that the Contracting Party that failed to communicate this data to the other Contracting Party shall be liable to that Contracting Party for any damage arising in causality with the failure of this contractual obligation.

27.9

If the Contract is subject to the obligation of publication in the Register of Contracts pursuant to Act No. 340/2015 Sb., on the Register of Contracts, the Contract requires such publication as of the date of its effect. The Buyer shall immediately, but no later than within 30 days from the conclusion of the Contract, ensure the sending of the Contract for proper publication pursuant to Act No. 340/2015 Sb., on the Register of Contracts, to the Register of Contracts kept by the Ministry of the Interior. The Buyer immediately informs the Seller about the publication of the Contract. If the Contract is not published within three months of its conclusion, it shall be terminated from the beginning on the following day with the effects of any unjust enrichment. If the Contract contains information that may not be provided in accordance with the rules governing free access to information, the Party which shall send the Contract for publication in the Register of Contracts undertakes not to publish this data.

27.10

The Seller has the opportunity to unilaterally change these DTs in full extent. The Buyer shall be informed of such a change of the DTs at least 15 days before the change of the DTs takes effect. The new wording of the DTs shall be sent to the Buyer at the contact details specified in the Contract with the Seller and shall be also published on the website www.orlenunipetrolrpa.cz. The Buyer has the right to reject these changes and to terminate the Contract concluded between it and the Seller to which the DTs apply, due to a unilateral change of the DTs, no later than 21 days from the date of delivery of the notification of the change to the DTs. In this case, the Contract will be terminated on the day of delivery of the notice to the Seller.

27.11

These DTs shall become effective on 1 January 2024.

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