



ORLEN
AUSTRIA

GENERAL TERMS AND CONDITIONS

May 2025

1. GENERAL

Unless otherwise agreed in writing, all unilateral declarations by ORLEN Austria GmbH, hereinafter referred to as "ORLEN", and all agreements, including future agreements, shall be based exclusively on the following General Terms and Conditions (GTC). Any deviating terms and conditions of the Buyer shall not be recognised, even if they have not been expressly objected to. The GTC can be viewed on the website at www.orlden-austria.at and apply without restriction in relation to business customers.

2. OFFERS, CONCLUSION OF CONTRACT

Subject to any express agreements to the contrary, offers are always subject to change and are only valid while stocks last. Verbal collateral agreements are only valid if they have been confirmed in writing by ORLEN. The purchase contract is concluded by ORLEN's written order confirmation. In the case of electronic orders, confirmation of receipt does not constitute acceptance of the order.

3. CASH PAYMENT AT PETROL STATIONS

In the case of cash payments at our petrol terminals, return money is only refunded in the form of a credit note (receipt). This credit note is printed out automatically at the end of the refuelling process and **can only be redeemed at the same machine**. Remaining credit can either be redeemed at the same station at which you refuelled or within 5 years with us. To redeem the credit amount, the remaining credit voucher and bank details must be sent by e-mail to tankautomaten@orlden-austria.at or by post to ORLEN Austria GmbH, petrol terminal department, 4600 Wels, Vogelweiderstraße 8.

4. REDEMPTION OF VOUCHERS AND REMAINING CREDIT

Remaining credit and vouchers must be redeemed within a period of 5 years or exchanged for new vouchers.

5. SAMPLES

Samples are always non-binding viewing samples. All analysis data, including maximum and minimum values, are to be regarded as approximate only. This shall not apply in the event that ORLEN expressly guarantees the properties of the delivered goods. The written agreement in the purchase contract shall be decisive for the description of the procurement of the purchased item.

Minor changes and deviations from the samples and specimens as well as the maximum and minimum values that are reasonable for the purchaser shall be deemed to have been approved in advance. No warranty giving rise to liability can be derived either from the above information or from other instructions for use or advice.

6. PRICES

Unless otherwise agreed, the prices are net prices for the specified quantity unit ex refinery or dispatch warehouse. These prices are exclusive of containers, duty paid if applicable, and inclusive of public charges, in particular CO2 tax and mineral oil tax based on the customs, tax, duty and freight rates applicable on the day the contract is concluded, as well as international currency parities. The prices are subject to change, are valid until further notice and are based on the conditions prevailing at the time our offer is made. In the event of changes to the market price, laws and/or regulations, public charges and/or other price-determining components such as currency parities, cost prices, freight costs, labour costs, refinery levy prices, crude oil costs, surcharges, margins and the like, we shall be entitled to adjust prices accordingly. Officially authorised price changes or price changes by the Joint Commission shall entitle us to invoice these from the time they take effect. Otherwise, the circumstances prevailing on the day of delivery shall be decisive for pricing.

ORLEN shall also be entitled to increase prices if additional costs are incurred as a result of exceptional circumstances, in particular in cases of force majeure within the meaning of point 12 of the GTC.

7. DELIVERY, RETENTION OF TITLE

The goods shall be delivered to the delivery address specified by the buyer. The delivered goods only become the property of the buyer after full payment of the purchase price including interest and expenses. Irrespective of this, the risk of loss of and damage to the goods shall pass to the buyer. In the event that the goods are mixed, blended or combined with other items, the Buyer hereby transfers its ownership or co-ownership rights to the new item or the mixed or blended goods to the Seller until the purchase price has been paid in full.

8. TAKEOVER OF THE GOODS

a) Quantity determination:

The weight shall always be determined directly in the delivery refinery or in the delivery warehouse. Any other officially calibrated weighing requested by the Buyer must be requested by the Buyer in good time and the costs incurred borne by the Buyer. If the delivery is made by tankers equipped with calibrated measuring devices, the quantities determined in the process shall be decisive for the calculation.

b) Acceptance and delivery deadlines:

If no special agreement has been made, the purchased goods must be taken over immediately, if necessary also outside normal business hours by arrangement. If the goods are not accepted by the Buyer within the agreed delivery period, ORLEN shall be entitled to dispose of the goods in a different way and/or to withdraw from the contract without granting a grace period. The transport costs for the goods, including any storage and demurrage charges and the return transport of the goods, shall be borne by the Buyer, without prejudice to our further claims for compensation. We

shall only be liable for compliance with delivery deadlines if we expressly assume a guarantee. The buyer has no right to a replacement delivery.

ORLEN shall only be obliged to fulfil its performance obligations once the Purchaser has fulfilled all its obligations required for performance. ORLEN is authorised to exceed the agreed deadlines and delivery periods by up to one week.

c) Storage tanks:

The buyer shall be liable for the proper and correct condition of the tank or other filling equipment and the correctness of the information on the capacity. The buyer shall ensure that all statutory and official regulations concerning the condition of the tanks and other filling equipment are complied with. This also applies in particular to the regulations concerning the safety of fuel storage at aerodromes and airports. ORLEN is not obliged to check that the Buyer complies with these regulations.

d) Temperature:

ORLEN does not accept any liability for specific incoming temperatures, in particular for bitumen or heating oil deliveries in tank wagons or road tankers.

9. HAZARD TRANSITION

Collection ex works (loose goods) EXW (Incoterms® 2020):

Unless otherwise contractually agreed, delivery shall be EXW. In the case of mineral oil products and liquid substances, the goods shall be deemed to have been delivered as soon as the product reaches the filling mechanisms of the means of transport. The customer shall ensure that the systems to be supplied are in a perfect and officially approved condition and that the buyer is authorised to dispose of these systems.

Free delivery (loose goods):

As soon as the product reaches the filling mechanisms of the means of transport, the risk is transferred to the buyer.

Free delivery (packaged goods):

The transfer of risk takes place at the place of destination

10. WARRANTY AND LIABILITY

The Buyer warrants that the purchased products, components or substances will be used as intended in compliance with the precautionary measures specified in the safety data sheet and will not be resold in contravention of applicable laws, regulations and/or directives. The Seller is therefore not liable for the suitability of the goods for specific purposes of the Buyer. The Buyer shall fully indemnify and hold the Seller harmless in this respect.

The warranty period for entrepreneurs is 6 months. In the event of rectification of defects or replacement deliveries, the warranty period shall neither be extended, suspended nor

interrupted. This also does not entitle the customer to change the terms of payment, to withhold payment or to offset any claims.

Defects must be reported in writing by entrepreneurs immediately upon acceptance of the goods, at the latest within 8 days (notice of defects), otherwise the goods shall be deemed to have been approved.

In any case, the Buyer must give the persons notified and authorised by ORLEN the opportunity to carry out an immediate inspection in accordance with the rules of technology. In particular, the inspection shall be carried out promptly in accordance with the standards for sampling as amended. ORLEN must be given the opportunity to take samples of the defective goods directly from the associated container and to analyse them. Samples taken by the Buyer itself shall not be recognised by ORLEN.

The costs of any necessary special inspection shall be borne by the party to the contract to whose disadvantage it turns out to be. In the event of a justified and timely complaint about the goods, ORLEN shall be obliged to replace the defective goods or services with faultless ones or to improve them at its own discretion. The labour and transport costs shall be borne by the purchaser within the scope of the warranty. Any further warranty claims and claims for damages for slight negligence or claims for loss of profit and loss of production are excluded. The amount of liability is limited to the sum insured under the relevant insurance. Liability for consequential damages is excluded.

In all other respects, warranty is provided within the scope of the applicable statutory provisions. In particular, no liability is assumed for contamination of the goods resulting from the condition of the tank or drums at the buyer's premises or from the condition of any residual goods still in the tank or drums or other contamination (existing contamination of the tank or drum). The Buyer shall indemnify and hold ORLEN harmless from and against all damages resulting from such contamination.

11. PAYMENT

Payments shall be made in the currency in which the invoice is issued. Unless otherwise expressly agreed in writing, payment shall be made upon acceptance of the goods and without any deductions. The Buyer shall be fully liable for all losses incurred by ORLEN due to late payment. ORLEN is entitled to demand interest in the legally permissible amount as well as reminder and collection fees in the event of late payment. The current statutory default interest rate for transactions between entrepreneurs is 9.2% above the base rate.

ORLEN employees are authorised to accept payments. ORLEN shall only be liable if the receipt has been made on ORLEN's numbered form. If the Buyer is in default of payment, if insolvency proceedings are opened against the Buyer's assets or if circumstances become known which jeopardise or impede the collectability of the claims, ORLEN is entitled to withdraw from the contract without setting a grace period with regard to individual or all undelivered quantities of goods from concluded contracts, without prejudice to other rights. In the case of invoice payment by means of a payment slip or bank transfer, the invoice and customer number must be quoted.

Each delivery is considered a separate transaction with regard to payment. The accuracy of ORLEN's account statements or debit notes shall be deemed to have been recognised by the Purchaser if the Purchaser does not reject the documents as incorrect in writing within two weeks of issue (document date). ORLEN is authorised to offset incoming payments that have not been clearly dedicated against outstanding claims at ORLEN's discretion. The Buyer may only offset counterclaims against ORLEN's purchase price claims or other claims if the counterclaims have been recognised by ORLEN in writing or established by a court of law. The retention of payments due to e.g. warranty claims or other counterclaims of the Buyer not recognised by ORLEN is excluded. The offsetting of counterclaims requires ORLEN's written consent. ORLEN is authorised to offset claims of companies in which ORLEN holds a direct or indirect interest against claims of the Buyer.

12. FORCE MAJEURE AND OTHER OBSTACLES TO FULFILMENT

In cases of force majeure, ORLEN shall be released from its obligation to deliver. Force majeure within the meaning of these terms and conditions is any external, unforeseeable event that cannot be averted even with the utmost care, which lies outside ORLEN's operational sphere and makes fulfilment of the contract impossible or significantly more difficult. This includes, in particular, natural disasters, war, acts of terrorism, pandemics, official intervention, strikes or lockouts and other unforeseeable, extraordinary events. The same applies to all unforeseen disruptions that are not within ORLEN's sphere of influence, such as shortages of raw materials, operational disruptions, official measures of any kind, as well as failure of anticipated sources of supply or delivery. In the event of force majeure or one of the aforementioned circumstances, in particular the total or partial loss of ORLEN's sources of supply, ORLEN shall not be obliged to procure the contractual goods from external sources of supply. In the event of such circumstances, ORLEN shall be entitled to allocate the available quantities of goods to ORLEN's customers on a pro rata basis according to contractual quantities, insofar as this does not conflict with statutory provisions.

13. EXPORT CONTROLS, SANCTIONS AND TERRITORIAL RESTRICTIONS

The parties warrant that they are aware of all contractually relevant trade control laws, including the lists of sanctions of affected persons, and that they will comply with them in the fulfilment of the contract. In connection with the performance of the Contract, the parties warrant that they will ensure that their contractors and agents will not take any action that would result in the other party (a) being at risk of being placed on a sanctions list or otherwise becoming a target of national, regional or multilateral trade control laws; or (b) being in a position of violating trade control laws.

The Parties are prohibited from directly or indirectly exporting, re-exporting, diverting, trading, shipping, importing, transporting, storing, selling, delivering or returning the delivered/accepted products to or for end use in a Restricted Territory (see below) or by a person subject to sanctions, even if the goods have been substantially modified.

The contractual partner undertakes to impose the conditions defined above for any direct or indirect resale of the goods purchased from ORLEN on its customers, or to demand the further imposition of these conditions from its customers.

The parties shall not be obliged to perform the contract or any part thereof, nor shall they be liable for damages or costs of any kind due to delay or non-performance, and shall be entitled to suspend performance of the contract with immediate effect or to terminate it if either party determines that a) performance of any obligation under the contract would expose the party to the risk of being placed on a sanctions list or otherwise becoming a target of national, regional or multilateral trade or economic sanctions under trade control laws; or b) the other Party has failed to fulfil the obligations and/or conditions of this clause; or c) the other Party becomes a Sanctioned Person.

If either party suspends performance or terminates the Contract under this clause, that party shall not be liable to the other party for any damages or losses for delay or non-performance, except for the refund of monies paid by the other party for goods already paid for but not delivered, to the extent that such refund is not contrary to trade control laws.

Upon ORLEN's request, the contractor shall provide such evidence as ORLEN may reasonably require to demonstrate the contractor's compliance with this item, including verification of the final destination of the products supplied by ORLEN and to demonstrate that controls are in place to actively support compliance with the trade control laws applicable to the performance of the contract.

Under 13 the Terms below shall be understood as follows:

"Trade Control Laws" means any regulations relating to trade or economic sanctions or embargoes, lists of persons subject to sanctions, trade controls on the import, export, transfer or other trade in goods, services or technology, anti-boycott laws or any similar regulations, rules, restrictions, orders or requirements having the force of law from time to time relating to the foregoing matters and applicable to a Party involved in the performance of the Agreement.

"Person subject to sanctions" means any natural or legal person, entity or organisation that

{i} is resident, established or registered in a Restricted Territory or otherwise targeted by trade control laws;

{ii} is directly or indirectly owned or controlled (as those terms are interpreted under applicable trade control laws) or acts on behalf of such persons, entities or organisations as described in {i}; or

{iii} is a director, officer or employee of a legal person, entity or organisation as described in {i} or {ii}.

"Restricted Territory" means a country, state, territory or region that is subject to comprehensive economic or trade restrictions in accordance with the trade control laws applicable to the GTC as set out above.

14. ADVERTISING MATERIAL, INSTRUCTIONS FOR USE:

The purchaser is obliged to strictly observe the instructions for use and warnings. He may not make any changes to the documents or advertising material without ORLEN's consent. The use of trademarks is expressly prohibited without ORLEN's consent.

15. CORRUPTION; BRIBERY, MONEY LAUNDERING AND ANTITRUST LAW

In connection with this contract and the resulting business transactions, each party declares, warrants and represents that it is aware of and complies with all relevant laws, regulations and other requirements of an antitrust nature and to combat corruption, bribery and money laundering. The parties undertake not to offer, grant or accept any form of bribery or unfair advantage in any business relationship. Any form of corruption, bribery or unlawful behaviour is strictly rejected and will result in immediate termination of the contract and legal consequences in accordance with the applicable laws.

The ICC Anti-corruption Clause as of Part I of the ICC Rules on Combating Corruption 2011 is herewith incorporated by reference. (The ICC Anti-corruption Clause as of Part I of the ICC Rules on Combating Corruption 2011 is herewith incorporated by reference).

16. VALIDITY OF THE GENERAL TERMS AND CONDITIONS

ORLEN's General Terms and Conditions shall apply in the currently valid version, as shown on the website, unless expressly agreed otherwise in writing or unless mandatory law is applicable. They shall remain valid even if other conditions are stated on the Buyer's order. General terms and conditions other than those of ORLEN shall not become part of the contract, even if known, unless ORLEN expressly agrees to their validity in writing. Acts of fulfilment of the contract by ORLEN shall not be deemed as consent to deviating contractual conditions.

17th JURISDICTION and CHOICE OF LAW

Disputes arising from this contract shall be subject exclusively to the jurisdiction of the competent court in Wels. However, ORLEN shall also have the right to take legal action at the general place of jurisdiction of the contractual partner. Austrian law shall apply to the exclusion of the conflict of laws rules. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

18. DATA PROTECTION

ORLEN's privacy policy can be found at www.orlden-austria.at

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