



General terms and conditions for the foreign supply of mineral oil products

Art. I.

Introductory provisions

- 1.1 These General Terms and Conditions for the foreign supply of mineral oil products (hereinafter referred to as "GTC") regulate the legal relations between PETROLTRANS, a.s, Dlhé hony 5268/9, 058 01 Poprad, ID No.: 36 592 170, registered in the Commercial Register of the District Court of Prešov, Section: Sa, Insert No.: 10529/P as the Seller, and the Buyers in the sale of diesel fuel and gasoline (hereinafter jointly referred to as "MO" or "Goods") by means of the Contract on Supply of mineral oil products, of which these GTC are an integral part.

Art. II.

Definition of terms

- 2.1 "Authorised warehousekeeper" – PROGRESS TRADING, a.s., Cukrovarska 22, 075 01 Trebisov, Slovakia, ID: 31 679 765, Excise number: SK536410500001.
- 2.2 "Buyer" - a legal entity or a natural person - entrepreneur who has entered into the Contract with the Seller.
- 2.3 "Contract" - a contract concluded between the Seller and the Buyer, the subject of which is the determination of the rights and obligations of the parties in the sale of MO to the Buyer, in particular the Contract on Supply of mineral oil products.
- 2.4 "Consignee" - the legal entity or natural person entitled to receive the MO at the Destination.
- 2.5 "Place of destination" - the address of the place where the MO is to be transported and unloaded.
- 2.6 "Place of loading" – the place operated by Authorised warehousekeeper on following addresses: Slavkovska 9, 06042 Kezmarok, Slovakia and Cukrovarska 22, 075 01 Trebisov, Slovakia.
- 2.7 "Seller" - PETROLTRANS, a.s., with registered office at Dlhé hony 5268/9, 058 01 Poprad, Slovakia, ID No.: 36 592 170, registered in the Commercial Register of the District Court of Presov, Section: Sa, Insert No.: 10529/P.

Art. III.

Ordering of the Goods

- 3.1 The Buyer shall execute an order according to the order template sent by the Seller to the Buyer by e-mail and send it to the Seller as provided for in this Article. The Seller shall be entitled to unilaterally

modify the order template and send it by e-mail to the Buyer after each modification.

- 3.2 The Buyer shall send the order to the Seller generally during working days before 12:00 p.m. to the Seller's e-mail address specified in the Contract from the Buyer's e-mail address specified in the Contract.
- 3.3 The Seller shall confirm/not confirm the received order on the day of delivery of the order or on the next working day if the order was received after the time specified in clause 3.2 of this article. An order delivered by the Buyer and confirmed by the Seller shall be irrevocable and binding on the Buyer and the Seller. In case of impossibility to deliver the MO under the conditions specified in the order, the Seller shall propose to the Buyer their adjustment. The Buyer's written acceptance of the proposed modification shall supersede the original order and become binding on both parties.
- 3.4 The Buyer shall specify in the order the required quantity of MO in litres or m3 for each Destination. Loading of MO into the transport tanker and unloading of MO from the MO transport tanker shall be carried out at its actual temperature. The quantity of MO delivered shall be invoiced at a reference temperature of 15°C (volume at actual temperature converted to volume at 15°C). Quantitative differences due to thermal expansion of MO are not considered as defective filling.

Art. IV.

Delivery parity

- 4.1 All delivery parities shall be governed by the relevant provisions of INCOTERMS 2020.

CPT

- 4.2 In case of CPT delivery parity, the Seller shall arrange transportation of the MO at the Buyer's expense. The cost of transportation is included in the purchase price of the Goods.
- 4.3 MO is deemed to be delivered to the Buyer at the moment of handing over the Goods to the carrier arranged by the Seller.
- 4.4 The ownership right shall pass to the Buyer at the moment of handing over the Goods for transportation.

DAP

- 4.5 In case of DAP delivery parity, the Seller shall arrange for MO transportation at the Buyer's expense. The cost of transportation is included in the purchase price of the Goods.
- 4.6 MO is deemed to be delivered to the Buyer at the moment of the MO being unloaded into the Buyer's tank at the Place of destination.
- 4.7 The ownership right is transferred to the Buyer at the moment of full payment of the invoice. In case of payment for the Goods in advance, title passes to the Buyer at the moment of unloading the MO into the Buyer's tank at the Place of destination.
- 4.8 The Parties have agreed to deliver the Goods in tanker trucks.

- 4.9 A copy of the certificate of the MO delivered shall be given to the Consignee at the Place of destination at the time of each delivery.
- 4.10 Goods ordered by the Buyer on a working day before 12.00 p.m., the Seller will usually deliver by the end of the next working day.
- 4.11 The parties agree that if the delivery is not made on the date specified in the order, the delivery shall be postponed to the next working day.

FCA

- 4.12 In case of FCA delivery parity, the Buyer shall arrange the transportation of the MO.
- 4.13 MO is deemed to be delivered to the Buyer at the moment of loading the Goods into the tanker designed for transporting the ordered MO.
- 4.14 Title to the MO shall pass to the Buyer upon handover of the Goods for transport.
- 4.15 The tanker driver will be given a copy of the certificate of the MO delivered on each delivery.
- 4.16 The tanker driver shall identify himself with a customer card and proof of identity before collection. He/she shall acknowledge proper receipt of the MO by signing the delivery consignment note (hereinafter referred to as "DCN"), which will also serve as the basis for invoicing.
- 4.17 The Buyer shall ensure that its contracted carriers comply with the relevant legislation, safety and fire safety standards, as well as other regulations in the storage facilities where the delivery of MO is made, and shall duly inform them thereof. The Buyer shall be liable to the Seller for any damage caused to property or MO by its contractual carriers.

Common provisions for all delivery parities

- 4.18 The transport of Goods must be accompanied by an electronic accompanying document drawn up in accordance with the COMMISSION REGULATION (EC) No 684/2009 of 24 July 2009 implementing Council Directive 2008/118/EC as regards the computerised procedures for the movement of excise goods under suspension of excise duty.
- 4.19 Seller shall provide a DN or DCN for that contains, at a minimum, the following information:
 - a) date and time,
 - b) type of MO,
 - c) the volume of the Goods in litres at the current temperature,
 - d) temperature of the Goods,
 - e) volume of the Goods in litres at 15° C,
 - f) the registration number of the vehicle transporting the MO.
- 4.20 If the Buyer or the Consignee is in default in taking delivery of the Goods, the Seller shall take reasonable measures to preserve the Goods. The Buyer shall reimburse the Seller for the reasonable costs incurred by the Buyer in storing the Goods. The costs shall be calculated as the cost of storage customary at the place and time at which the Buyer was in default in taking possession of the Goods.

**Art. V.
Payment terms**

Deferred payment

- 5.1 The right to payment of the purchase price shall arise to the Seller upon due fulfilment of its obligation to deliver the agreed MO to the Buyer according to the selected delivery parity.
- 5.2 Upon delivery of the Goods, the Seller shall issue an invoice for the quantity of MO in m3 at a temperature of 15° C specified in the DN or DCN and send it to the Buyer by email within three days of its issue. The Seller shall send the invoice to the Buyer's relevant email address set out in the Contract. In case that the Buyer does not receive an invoice from the Seller, the Buyer shall notify the Seller without undue delay at the following e-mail address: invoice-out@petroltrans.com. In case of failure to comply with this notification obligation, the Seller shall not be obliged to prove the dispatch of such invoice and it shall be deemed to have been duly and timely delivered. In case that the Buyer notifies the Seller pursuant to the foregoing that an invoice has not been received, the Seller shall resend the invoice to the Buyer.
- 5.3 The Buyer undertakes to pay the delivered invoice within the due date agreed between the parties in the Contract.
- 5.4 By agreement of both parties, the Buyer may exceptionally pay for the Goods in advance on the basis of an advance invoice, even though the Contract provides for deferred payment. In such case, the provisions of the GTC on advance payment shall apply to such payment by analogy. This option can be agreed between the parties by e-mail, on a one-off basis for the same order, without the need to adopt an amendment to the Contract.

Payment in advance

- 5.5 In case of payment for the Goods in advance on the basis of a pre-invoice, the Seller shall be entitled to payment before delivery of the Goods.
- 5.6 Upon delivery of the Goods, the Seller shall issue a billing invoice for the quantity of MO in m3 at a temperature of 15° C stated in the DN or DCN and send it to the Buyer by email within three days of its issue. In case the Buyer does not receive the invoice from the Seller, the Buyer shall notify the Seller without undue delay at the following e-mail address: invoice-out@petroltrans.com. In case of failure to comply with this notification obligation, the Seller shall not be obliged to prove the dispatch of such invoice and it shall be deemed to have been duly and timely delivered. In case that the Buyer notifies the Seller pursuant to the foregoing that an invoice has not been received, the Seller shall resend the invoice to the Buyer.
- 5.7 If the invoice results in an underpayment of the purchase price, the Buyer undertakes to pay the difference to the Seller within the due date specified in the Contract. In case the billing invoice results in an overpayment of the purchase price, the Seller

undertakes to reimburse the Buyer for such overpayment within 30 days of its issue.

Common provisions for payment terms

- 5.8 The obligation to pay the purchase price according to the invoice or pre-invoice shall be fulfilled on the day the invoiced amount is credited to the Seller's account. The account numbers of the Seller and the Buyer are set out in the Contract. In case of changes to the Buyer/Seller's bank account(s), the Buyer/Seller shall send by post or email an official letter signed by the person(s) authorized to represent the Buyer/Seller notifying the change of account(s). Only then can the other party make payments to the new account.
- 5.9 The Seller and the Buyer are obliged to use only the bank accounts notified in the Contract.
- 5.10 In case of delay of the Buyer in payment of the Seller's invoices, the Seller shall be entitled to interest on the overdue amount in the amount of 0.03% of the amount due for each day of delay.
- 5.11 The Seller shall not be obliged to deliver further Goods to the Buyer if the Buyer is in default in the payment of invoices under this clause.
- 5.12 The Buyer is not entitled to make any assignment of rights (including claims) to third parties arising against the Seller under or in connection with the Contract without the prior written consent of the Seller. Further, the Buyer shall not, without the prior written consent of the Seller, be entitled to set off its rights (including claims) against any rights (including claims) which have accrued to the Seller against the Buyer under the Contract.

Art. VI. Securing of receivables

Delivery limit

- 6.1 For the purpose of securing the Seller's receivables, the parties may agree in the Contract the delivery limit and its amount.
- 6.2 Upon reaching the agreed delivery limit, the Seller shall suspend further deliveries of MO until the Buyer regains the delivery limit, or part thereof, by payment of outstanding invoices.
- 6.3 The Seller is entitled to unilaterally change the amount of the delivery limit. The Seller is obliged to inform the Buyer of the change by e-mail no later than the day after the change is made.
- 6.4 The Seller shall not be obliged to deliver additional Goods to the Buyer if it exceeds the delivery limit.
- 6.5 The Seller has the right to require the Buyer to deposit a security or bank guarantee.

Depositing the security

- 6.6 For the purpose of securing the Seller's receivables, the Parties may agree in the Contract on the deposit of a security and its amount.
- 6.7 The Buyer shall deposit the security on the Seller's account.
- 6.8 The Seller may use the security deposit if the Buyer is in delay with the fulfilment of its obligations for more than 30 days from the date of sending the Seller's request for payment of the obligations.

- 6.9 After the use of the security, the Buyer is obliged to replenish the security up to its agreed amount upon the Seller's request, otherwise the Seller has the right to withdraw from the Contract.

Art. VII. Risk of damage to the Goods and liability for defects

Risk of damage to the Goods

- 7.1 The risk of damage to the Goods (in particular but not limited to loss, theft, damage, destruction or deterioration in the quality of the Goods etc.) shall pass to the Buyer upon delivery of the Goods to the Buyer.

Liability for defects in the Goods

- 7.2 Unless otherwise agreed in the Contract, liability for defects in the Goods not caused during transport shall be governed by the provisions of § 420 et seq. 513/1991 Coll., as amended.
- 7.3 If the Buyer has accepted the Goods and intends to reject them due to defects, the Buyer is obliged to notify the Seller without delay, but no later than within two working days of receipt of the Goods, and is obliged to take appropriate measures to preserve the Goods. The Buyer shall bear the costs incurred in connection with the storage of the Goods with the Buyer.
- 7.4 The Buyer is obliged to notify the Seller of any complaints in writing by e-mail within 48 hours of receipt of the Goods, followed by delivery of the complaint by registered mail. The notice of claim must include:
- a) DCN number
 - b) the name, designation and quantity of the Goods complained of,
 - c) description of defect.
- 7.5 The difference between the quantity indicated on the DN or DCN and the unloaded quantity of MO at the Destination shall not be considered as a delivery defect if this difference corresponds to the standard of losses during transport according to the Decree of the Ministry of Finance of the Slovak Republic No. 441/2020 Coll., which establishes the standards of losses of mineral oil and the method of their calculation.

Art. VIII. Termination of the contract

Withdrawal from the contract

- 8.1 In case that one of the contracting parties, despite written notice to the other, breaches the obligations agreed in the Contract, the contracting parties shall consider this to be a material breach of the Contract and the other contracting party shall be entitled to withdraw from the Contract. Withdrawal from the Contract shall take effect on the date of delivery of the written notice of withdrawal to the other Party. In case of doubt as to the date of delivery, the notice shall be deemed to have been received on the 5th day after its dispatch.
- 8.2 The Seller is entitled to withdraw from the Contract

mainly (but not only) for the following reasons:

- a) Buyer repeatedly (more than 2 times) fails to take delivery of the ordered quantity of MO

The Buyer is repeatedly (more than 2 times) in default of payment of the purchase price;

- a) The Buyer violates its legal obligations;
- b) The Buyer fails to prove, within one month at the latest from the conclusion of the Contract, the security for the obligation to pay the purchase price, if such security has been agreed by the Contract.

- 8.2 The Buyer is entitled to withdraw from the Contract, in particular (but not only) if the Seller repeatedly (more than 2 times) fails to deliver the Goods to the Buyer in accordance with the confirmed order.

Notice of termination

- 8.3 The Contract may be terminated in writing by either of the Parties without giving any reason. The period of notice shall be three months and shall commence on the first day of the month following the month in which the notice of termination is given to the other Party.

8.4 Agreement

The Parties may agree in writing to terminate the Contract on an agreed date.

Art. IX. Confidentiality

- 9.1 The Buyer undertakes to maintain confidentiality of confidential information relating to the Contract; this obligation of the Buyer is not limited in time.
- 9.2 For the purposes of the Contract and these GTC, "Confidential information" shall mean any facts, information and data relating to the Contract, including its annexes and any amendments thereto, the negotiation of the Contract, the annexes or amendments thereto and/or relating to or concerning the Parties, except:
 - 9.2.1 information which is public knowledge at the date of signing of the Contract
 - 9.2.2 information which becomes public knowledge after the date of signature of the Contract other than as a result of a breach of the obligation of confidentiality under this Article.
- 9.3 The obligation of confidentiality of Confidential information shall not apply:
 - 9.3.1 where the Buyer has disclosed Confidential information with the prior written consent of the Seller,
 - 9.3.2 where the Buyer is required by law to disclose the Confidential information. The Buyer shall inform the Seller in writing of the occurrence of an obligation to disclose Confidential information under the Act and the manner and extent to which, or to what extent, the Buyer is complying with such obligation,
 - 9.3.3 to the extent that the Buyer has used the Confidential information or documents in any judicial, arbitration, administrative or other proceedings in respect of rights and obligations arising under or in connection with the Contract.

- 9.4 The Buyer agrees not to further disclose the Confidential information to third parties or allow third parties access to the Confidential information without the prior written consent of the Seller. However, third parties shall not include members of the Buyer's bodies, employees or other authorised persons of the Buyer, the Buyer's auditors or legal and other advisors and the Buyer's financing banks, who are bound by law or contract to confidentiality in respect of the Confidential information disclosed to them, as well as other persons to whom it is necessary to disclose the Confidential Information for the purpose of the proper performance of their duties or the exercise of their rights under the Contract.

Art. X. Final provisions

- 10.1 Other mutual rights and obligations not regulated in the Contract or in these GTC shall be governed by DIRECTIVES COUNCIL DIRECTIVE 2008/118/EC of 16 December 2008 concerning the general arrangements for excise duty and repealing Directive 92/12/EEC, COUNCIL DIRECTIVE 2006/112/EC of 28 November 2006 on the common system of value added tax, the Slovak Commercial Code and other generally binding laws of the EU and Slovak Republic.
- 10.2 The Parties shall endeavour to resolve any disputes by mutual agreement. If there is no agreement between the Parties, the competent court will decide according to Act No. 160/2015 Coll. Civil Procedure Code, as amended.
- 10.3 The Seller is entitled to unilaterally change the GTC at any time or replace them with a new version. The Seller shall notify the Buyer of the change/new version of the GTC no later than 30 days prior to the date of their validity and effectiveness by publishing them on the website www.petrotrans.com. The new/amended GTC shall also apply to contractual relations arising before their entry into force. If the Buyer does not agree with the above-mentioned change of the GTC, he/she may terminate the Contract in writing, whereby such termination must be delivered to the Seller no later than 3 working days before the change takes effect and the reason for the termination must be explicitly stated therein. If the Buyer terminates the Contract in accordance with the above, the Contract shall terminate the day before the effective date of the change. If the Buyer fails to deliver the notice within the aforementioned period, the Buyer shall be deemed to have accepted the change to the GTC and the changed/new version shall apply to the Buyer from the date of their validity and effectiveness.
- 10.4 These GTC are valid and effective from 01.05.2023.