

**DELIVERY TERMS AND CONDITIONS of UNIPETROL RPA, s.r.o.,  
REFINERY UNIT  
D 2020  
of Purchase Contracts for Refinery Products**

**Preamble**

These delivery terms and conditions shall be applied to any mutual relations between the parties to the contract based on a purchase contract, framework purchase contract, a declaration of quantities and prices, a purchase order or any other contractual obligation (hereinafter referred to as the "declaration/contract"), the subject of which is the delivery of refinery products and/or goods, unless expressly specified otherwise by a written agreement between the parties. These delivery terms and conditions (hereinafter referred to as "DTC") shall take precedence over those provisions of the law which are of non-mandatory nature. Other unwritten relations are subject to generally binding legal regulations.

**I. Orders**

**1.1**

All purchase orders of the buyer become binding for UNIPETROL RPA, s.r.o. (the "seller") only after a written confirmation by the seller and after the corresponding contracts / declarations come into force. A purchase order confirmation can be replaced by the delivery of goods in quality, quantity and date specified in the purchase order of the buyer. The purchase order must contain the following elements: the type of goods, the Delivery terms and conditions (clauses) in accordance with Incoterms 2020, and the method and place of dispatch or destination of the goods and for transport of goods in road tankers of the seller also the characteristics of the receiving place of the delivery as well as the deliveries schedule, if the buyer requires the dispatches by certain deadlines. In the case of purchase orders with a request to deliver the goods via road tanker, the buyer shall select the approximate time of delivery of the goods by this means, by marking the delivery window in the purchase order during which the delivery to the location is to be performed. The delivery windows always last 6 hours, specifically from 6:00-12:00, 12:00 – 18:00 and 18:00 – 24:00. The buyer is obliged to ensure that throughout the delivery window, a person authorised to accept the goods is present at the destination.

**1.2**

The seller may refuse a purchase order placed by the buyer and not to deliver the amount of goods required in the purchase order of the buyer, e.g. due to the buyer's delay in any payment to the seller or operational reasons on the part of the seller. The seller is however obliged to inform the buyer without delay of such fact and the reasons for refusing the purchase order.

**II. Payment terms, cost maturity**

**2.1**

The maturity period of invoices is 14 days from the date of delivery of the goods, unless the parties agree otherwise.

**2.2**

A settlement of payment due means that the payment is credited to the seller's bank account indicated on the invoice. In cases of doubt it is taken that the invoice was delivered by 3rd day from the day it is sent. If the buyer does not receive an invoice within the stated period it shall immediately notify the seller otherwise the buyer agrees to pay the invoiced amount without objections, including default interest calculated by the seller.

**2.3**

The payment date shall be the date when the seller's bank account specified for the purpose is credited by the funds. In case of difference between the invoiced amount and the cost of actually

delivered goods the buyer is obliged to immediately notify the seller of the discovered variance. The buyer is obliged to settle the outstanding amount without disagreement by the due date stated on an issued invoice. The seller is obliged to verify within five working days the disputed facts and in justified case settle the difference, or propose a different procedure leading to immediate settlement of the discovered variance.

In case of advance payment, the buyer is obliged to make the payment sufficiently in advance, so that the amount is credited to the seller's account at least 1 working day before the required loading date for FCA parity, and at least 2 working days before the required loading date for other parities. If the buyer makes the payment late, the seller is authorised to release the goods for collection on the following working day after reception of the payment for FCA parity and/or in the case of other delivery parities, to ship the ordered goods 2 working days after crediting the payment to the seller's account.

#### 2.4

The buyer pays all of the buyer's bank fees, including the costs and fees of all correspondence banks of the buyer's bank related to the delivery of payments in favour of the seller. The buyer pays all its bank charges, including the costs and fees of all correspondence banks of the seller's bank are paid by the seller. In the event that for reasons on the part of the buyer its payment will be made to another bank account than is stated on the invoice resulting in additional charges, these charges will be preferentially recovered from the credited amount. The remaining amount will be considered an unsettled part of the original claim.

#### 2.5

If an invoice is issued in foreign currency and the buyer is a natural person resident in the Czech Republic or a legal entity based in the Czech Republic and subject to the payment of VAT, the following shall apply: The invoice will be issued in foreign currency including specification of VAT. The VAT is also specified in CZK, whereas the foreign exchange market rate announced by the CNB on the date of taxable supply shall be used for conversion of prices.

The buyer shall settle the cost of goods in foreign currency to the bank account for foreign currency stated on the invoice and VAT in

CZK currency on a bank CZK account stated on the invoice.

#### 2.6

The buyer expressly authorizes the seller, irrespective of the different determining of the purchase order of payment of funds on the side of the buyer, to offset due payments to cover all its outstanding obligations to the seller arising from the concluded framework purchase contracts and/or purchase contracts (or purchase orders) and/or declarations in the following order: i) contractual penalties, ii) interest for late payment of the purchase price, iii) the principal amount of the purchase price, iv) logistics fees, v) administrative fees, always in a given order for the commitment which is due earlier.

#### 2.7

buyer agrees to pay properly and on time its financial commitment or the purchase price to the seller arising from

the contract/declaration and only after that pays the cost of incurred damages resulting from its breach

of obligations under the contract/declaration.

#### 2.8

In the event of late payment the seller shall be entitled to demand and the buyer obliged to pay punitive interest, determined at the interest-rate level in accordance with the Government Decree no. 351/2013 Coll., as amended, which determines

the level of punitive interest and the associated fee for delay in accordance with the respective legislation, or under the applicable law, which in the future replaces the above-mentioned regulation within the affected

scope. The payment of interest on arrears shall not affect the right to compensation for damages resulting from failure to meet monetary debt, even if it is covered by interest on late payments.

## 2.9

If the buyer is in arrears with payment of the purchase price or if required by the company / service provider evaluating credit risk / insurance company, the seller is entitled to provide information on overdue receivables to companies/service providers evaluating credit risk, as well as to insurance companies.

## 2.10

If the buyer is in arrears with payment of due invoices, the seller is entitled to stop the supply of goods (services) with immediate effect and to withdraw from the contract/declaration. Failure to perform deliveries according to the prior

sentence is not breach of contract/declaration and the seller is not liable for any damages caused thereby.

## 2.11

The buyer is not entitled to demand delivery of the goods and the seller is not obliged to deliver goods if an amount of all buyer's obligations, registered at seller after delivery of the goods was higher than the actual credit limit set by seller, i.e. max. allowable status of outstanding claims set by the seller upon assessment of credit risk of the buyer. The buyer will be informed about the current credit limit when signing the contract/declaration or without undue delay after each change of the credit limit which will be communicated to the buyer in writing by the seller.

## 2.12

seller as a payer of value added tax shall add to each delivery representing a taxable supply the value added tax in the amount corresponding to the statutory rate at the time of the performing taxable supply. The date of taxable supply is considered to be the date of each separate delivery of the goods in the meaning of the VAT Act, depending on the parity pursuant to INCOTERMS 2020 agreed and implemented pursuant to the contract, declaration, purchase order or these Delivery Terms. In the individual contracts, declarations and purchase orders, the date of taxable supply may be agreed differently from these Delivery Terms, but must comply with the VAT Act.

## 2.13

The basis for invoicing shall be the amount of goods in litres at 15°C, or in m<sup>3</sup> or kg, depending on the type of goods, according to the delivery note/carriage document from the dispatch terminal.

## 2.14

The buyer is entitled to pay the purchase price in one of the following ways: (i) a transfer order, or (ii) by a cash payment made at a financial institution, unless the parties to the contract agree on a different kind of settlement. If the buyer pays the purchase price via payment order, it does so preferably from the accounts specified in the contract. If it performs payment from an account other than that specified in the contract, it shall indicate the variable symbol with the payment in order to enable determination of which specific tax/pro forma invoice the payment refers to. If the buyer sends the payment from an account other than that specified in the contract and does not indicate the variable symbol to identify the payment, it is deemed that the payment was intended to pay the oldest as yet partly/entirely unpaid receivable. If the buyer has no unpaid liabilities towards the seller, it is deemed

that the payment from an account without a variable symbol is an advance payment for future performance. If the seller does not register any unpaid receivables from the buyer, and no future performance is agreed with the buyer, the seller shall return the received payment to the buyer's account without undue delay. In the case of cash payments made at a financial institution the buyer is obliged to deliver to the seller a signed statement of cash payments.

## 2.15

Tax documents (invoices) shall be issued preferably in electronic format and posted on the invoicing portal. In the case of non-standard situations (e.g. temporary portal outage), the invoices shall be sent in hardcopy format to the buyer's address. Invoices in electronic format ("electronic tax document") shall be issued in accordance with Sections 26, 29 and 34 of Act No. 235/2004 Coll., as amended, in PDF format and delivered:

- Tax documents shall be uploaded to the invoicing portal of the seller at <https://fakturace.unipetrol.cz/> (hereinafter the "invoicing portal") for which the buyer shall be provided with a login and password, delivered separately from the Agreement on Issuing and Delivery Method of Tax Documents (hereinafter the "Agreement").
- Corrective tax documents shall be downloaded from the invoicing portal of the seller. The seller undertakes to send notifications about the issuing of all tax documents on the invoicing portal to the e-mail address(es) of the seller, specified in the Agreement or directly in the contract. In case of a change of these addresses, the buyer shall inform the seller of this fact at least 3 days in advance via an email to the email address of the seller specified in the header of the contract/Agreement and to the address [orders@unipetrol.cz](mailto:orders@unipetrol.cz). The buyer is responsible for providing a correct and up-to-date email addresses and for regularly downloading electronic tax documents delivered via the invoicing portal of the seller.

### **III. Securing buyer's obligations**

#### **3.1**

The seller is not obligated to perform if the buyer does not ensure at the seller's request adequate cover of existing or future claims that will arise in the future on the basis of concluded contract/declaration or on the basis of a placed purchase order.

#### **3.2**

If the seller concludes with an insurance company an insurance policy covering the receivables from the buyer, the seller may give the buyer a credit limit equal to the total amount of insurance limit set by the insurance company. The buyer agrees to provide the necessary information and documents and/or further cooperation required for the purposes of insuring unmet obligations under the contract/declaration.

If the insurance company cancels the insurance limit to cover the liabilities of the buyer and/or the seller evaluates especially the payment discipline of the buyer as insufficient, the seller is entitled to cancel or reduce the buyer's credit limit. Cancelling or reducing the credit limit does not affect the obligation of the buyer to pay its obligations to the seller incurred up to the cancellation or reduction of the credit limit. In the case of cancellation of the credit limit, advance payment may be required for further deliveries. If the insurance company reduces the insurance limit to cover the liabilities of the buyer, the seller is entitled to reduce the buyer's credit limit to the level of the new insurance limit set by the insurance company. Potential non-fulfilment of supplies from the date of the credit limit reduction until the reduction of the buyer's obligations corresponding to the credit limit reduced in accordance with the prior sentence is not a breach of a contract/declaration and the seller shall not be liable for any damage caused thereby. The seller

is obliged to familiarise the buyer of the cancellation or the credit limit reduction without delay. A notification by e-mail will be considered an adequate way of familiarising the buyer with the cancellation or the credit limit reduction. The provisions of this paragraph shall apply mutatis mutandis to secure receivables through bank guarantees.

#### **3.3**

The buyer agrees to secure provision of excise duty for the transport of selected products under a conditional exemption mode pursuant to Section 24 and Section 25 of Act No. 353/2003 Coll., on Excise Duty, as amended or exemption mode under Section 50 of the Act on the Excise Duty or tax free circulation of liquefied petroleum gases pursuant to Section 60 of the Act on the Excise duty, unless otherwise agreed with the seller. If the seller secures the payment of excise tax for the period of transportation of selected products under Act. no. 353/2003 Coll., on Excise duty, as amended, the seller is entitled to require the buyer to put down a financial security or to arrange an issuance of a bank guarantee in its favour in the amount equivalent to the total tax liability that is subject to the security cover during transportation.

#### **3.4**

Under Section 27a of Act No. 353/2003 Coll., on Excise Duty, as amended, the buyer (recipient) is obliged to submit to the locally competent customs office not later than 5 working days after the

completion of the transport a notification of acceptance of selected products under the conditional tax exemption mode, using the electronic EMCS (Excise Movement and Control System). Particulars of notification of acceptance of selected products under the conditional tax exemption are set out in the Commission Regulation no. 684/2009 of 24 July 2009 in establishing implementation of the Council Directive concerning the general arrangements for excise duty (hereinafter also referred to as "e-AD"). In the event that the notification will not be made by the buyer (the recipient) in a proper and punctual way, the seller is entitled to suspend further deliveries of goods to the buyer until the moment of termination of transportation by submitting a notice of acceptance of selected products under the above Act. Within the meaning of the provisions of Sections 2890 - 2893 of Act No. 89/2012 Coll., Civil Code, as amended, without prejudice to the privileges of the seller in the previous sentence, the buyer is obliged, in case it breaches its obligation to end the transport by submitting the notification of acceptance of selected products under the above mentioned Act, to compensate the seller for any costs and any damage suffered as a result of the buyer's delay. This damage may arise due to the fact that the seller becomes liable to pay the excise duty.

### 3.5

In case of default in payment of the purchase price by the buyer, the seller is entitled to satisfy his claim through the implementation of the hedging instrument to secure an obligation in accordance with the terms of a specific hedge relationship implemented by a separate contract. Before the satisfaction through the hedging instrument the seller shall call on the buyer for subsequent compliance within a period of five days.

## **IV. Transfer of rights**

### 4.1

#### Reservation of Ownership right

The buyer acquires ownership rights to the goods by the full payment of the purchase price, namely by crediting the seller's account. The buyer is not entitled to pledge goods or products owned or co-owned by the seller in favour of third parties or to establish another right to the goods or products that would in any way restrict or exclude the ownership of the seller, or enable the creation of a lien on the goods or products, until full payment of the obligation of the buyer to the seller. The buyer is also not entitled to pledge or otherwise encumber any claims for payment of the purchase price against third parties if the seller is the owner or co-owner of the goods or products under this provision.

### 4.2

The risk of damage to goods and delivery terms are governed by international rules for interpretation of delivery of Incoterms 2020 commercial terms, as amended. Damage to goods which occurred after the risk of damage to the goods has been passed from the seller to the buyer does not relieve the buyer from the obligation to pay the purchase price.

### 4.3

If the preceding Art. 4.2. is not applied for the transfer of risk of damage to goods, the risk of damage to goods passes to the buyer at the moment of taking goods from the seller, or if not done in time, when the seller allows the buyer to dispose of the goods and the buyer breaches the purchase contract/declaration by not taking its possession. If the seller is obliged to hand over the goods to a carrier on an agreed place for transporting goods to the buyer according to a purchase contract/declaration, the risk of damage to goods passes to buyer by handing the goods to the carrier on the agreed place.

If the seller is obliged under the purchase contract/declaration to send goods but not obliged to hand over the goods to the carrier at a particular place, the risk of damage to goods passes to the buyer at the moment when the goods are handed over to the first carrier for transport to the place of destination.

Damage to goods, which occurred after passing the risk of damage to the goods to the buyer, does not relieve the buyer from the obligation to pay the seller the purchase price.

## **V. Tolerance of individual delivery quantities during transport ensured by the seller**

### **5.1**

The obligation of the seller to deliver the agreed quantity of goods to the buyer and the obligation of the buyer to accept the agreed quantity of goods shall be regarded as having been met during individual partial deliveries if the quantity of actually delivered and accepted goods differs from the quantity of goods agreed in the purchase contract /order by at most 10%. In the case of supply of goods in rail tank cars the procedure will be in accordance with the relevant railway regulatory document, e.g. Terms and Conditions of Carriage (TCC) of the carrier ČD Cargo, a.s. (JsC), Appendix B to COTIF. Arrangements for annual or monthly contractual tolerance specified in a contract, purchase order or a declaration shall not be affected by this Article.

## **VI. Contractual penalty for failure to collect or deliver, compensation for damage**

### **6.1**

If the seller delivers to buyer a smaller amount of goods than agreed on in a purchase contract, reduced by the tolerance according to the contract, a purchase order or a declaration or pursuant to Art. 5.1 of the DTC the seller undertakes to pay the buyer a contractual penalty of 5% of the price of such undelivered quantity of goods reduced by the tolerance according to the contract, purchase order or declaration or in accordance with Art. 5.1 of these DTC.

### **6.2**

If the buyer takes delivery of goods from the seller which is a smaller amount of goods than agreed to in a contract, declaration or a purchase order, reduced by the tolerance according to the contract, purchase order or the declaration, or pursuant to Art. 5.1 of the DTC, the buyer agrees to pay the seller a contractual penalty of 5% of the price of this shortfall of goods reduced by the tolerance according to the contract, purchase order, declaration or in accordance with Art. 5.1 of the DTC. The payment of this penalty does not affect the seller's right to compensation for damages caused to him by the buyer by not taking full delivery of the contractual quantity, or parts thereof, after the inclusion of quantitative tolerances specified in the contract, purchase order, declaration or in Art. 5.1 of the DTC. The contractual penalty is not to be set off against the compensation for damages.

### **6.3**

The obligation to pay the contractual penalty specified in the previous provisions shall not arise if the breach of obligations by one of the contracting parties was a consequence of the breach of obligations by the other contracting party or a consequence of the effects of circumstances precluding liability, i.e. an extraordinary, unexpected and insurmountable obstacle arising independently of the will of the contracting party which is in breach of its obligation.

### **6.4**

If one of the parties to the contract withdraws from the contract, the right to contractual penalty which has already arisen according to prior provisions remains preserved.

### **6.5**

In the case of transportation of goods by a road tanker, when the supply is not delivered or the acceptance of the delivery is delayed due to reasons caused by the buyer, or the recipient of the delivery, the buyer shall pay to the seller all related extra costs, e.g. extra costs for the futile trip or fees for the idle time of the road tanker.

### **6.6**

The contracting party which breaches any obligation arising from the contract, declaration, purchase order or the DTP is obliged to compensate the other contracting party for any damage caused by such breach of its obligations.

### **6.7**

The seller is liable for damages to an amount equal to the purchase price agreed to in the contract or declaration or purchase order to which such violation applies. This provision does not apply if the property damage was caused intentionally or through gross negligence.

6.8

The obligation to compensate shall not arise if the infringement by the obligated party was caused by acts of an injured party or a lack of cooperation, where the injured party was obliged to provide proper cooperation. The contracting party which committed the infringement is not obliged to reimburse the other contracting party for the damage caused thereby, if it proves that this breach of obligation resulted from operation of a circumstance excluding responsibility or inevitable accident.

6.9

If one of the parties withdraws from the contract or declaration the right to compensation for damages and contractual penalties resulting from infringement remain.

## **VII. Disposition and distribution of supplies during the month**

7.1

a) The seller has the right to ship the monthly quantity in the timing of its choice, and according to its technical capacity.

b) If the buyer requests that shipping be conducted on specific dates, it is obliged to submit a delivery schedule to the seller sufficiently in advance, at least by the 15th calendar day of the month preceding the month of required delivery (see Art. 1.1 of these DT). A schedule confirmed by the seller is binding for shipment during such given period.

c) The buyer shall pay the seller any extra costs arising from changes in the original instructions and requirements made by the buyer. These costs will be paid on the basis of the buyer's substantiated invoices. Unless the amounts charged are paid by the due date, the buyer must also pay penalties stipulated in the contract/declaration in addition to invoiced amounts. This does not affect the seller's right to compensation for damage incurred by the buyer's breach of the contractual obligation.

d) The buyer shall indicate in the purchase order a desired mode of transportation and the required distribution of quantities ordered according to shipping locations. The seller reserves the right to adjust the division of quantities according to shipping locations. Such an adjustment shall not be considered a rejection of the purchase order.

## **VIII. Third Party Claims**

8.1

If a third party (e.g. carrier) submits its claim to one of the parties to the contract, although the claim settlement is the obligation of the other contracting party then the contracting party requested to settle the claim may not do so and shall inform the other party of such facts without undue delay. This provision shall also apply to claims for contractual penalties.

## **IX. Quality, quality certificates and attestations**

9.1

Delivered goods shall be of the quality in accordance with relevant provisions recognized or customary for delivery of the required type of commodity. Quality certification of a consignment takes place by marking the goods with respective quality standard in the consignment note or in the quality certificates. The certificate attesting to the quality of the goods is sent to the buyer together with the railway tank car (hereinafter referred to as the rail car) or within 3 working days from the date of shipment, in electronic form, unless the parties expressly agree otherwise.

9.2

Goods for business purposes in accordance with these Delivery terms and conditions mean fuels, i.e. the motor-vehicle

petrol (BA95 / BA98) according to ČSN EN 228, liquefied petroleum gas (LPG) according to ČSN EN 589 and CSN 656481, diesel (MN, MN2,) according to ČSN EN 590, extra light heating oil, diesel fuel blended (SMN30) according to ČSN EN 65 6508, and fatty acid methyl esters (FAME) according to ČSN EN 14 214 (65 6507), aviation petroleum (according to the latest version of AFQJROS).

## **X. Acceptance of goods, transport, complaints**

### 10.1

A recipient of a rail car/buyer (hereinafter referred to as the buyer) is required to conduct quality checks when receiving consignments. If the quality is not checked by his side before accepting consignments he shall be responsible for damages incurred by unloading and by using the content of such consignment.

#### a) Quality Complaints

The buyer is required before or during the takeover of a rail car loads to notify in the fastest possible way the consignor/seller (hereinafter referred to as the seller) of the consignment that does not match the quality of the agreed quality standard, using e-mail, fax or phone and stop the acceptance of goods and invite him to the joint drafting of record of the quality of the supply. Claimed goods must be kept in the original packaging

until the record is drawn up. Seals removed from the national or international rail car shipment must be kept by the buyer for 3 years in case of complaints. At the seller's request the buyer must submit a complete set of seals. Quality of goods out of its packaging (e.g. after transloading) cannot be claimed. In the case of unjustified quality complaints the associated costs shall be always borne by the buyer.

#### b) Complaints about weight

The buyer agrees to accept a measurement/mass determination from the mass flow-meters and weighbridge of the manufacturer/consignor (seller). When shipping goods in rail cars, such determination of mass is assigned the validity of the official railway weighing (in the case of domestic transport the sender inserts a weighing stamp in column 94 of the consignment note and in the case of international transport the stamp is inserted in column 48 of the CIM consignment note). Complaints about the quantity of goods (partial or complete loss of goods) or damage to goods (full rail car load) must be properly substantiated by the consignee in cooperation with the carrier; for the purpose of settling the claim a commercial record, among other, is required to be drawn up in cases of rail cars in domestic consignments and in cases of international consignments such commercial record is required under the COTIF Convention, COTIF/SMGS (international commercial record - Tatbestandsaufnahme), in addition to a weighing card and/or other documents. If the loss of goods was incurred as the result of apparently defective or damaged container (rail car or tank-containers) during its transportation contract (in transit), the buyer is obliged to claim the incurred damage from the carrier in case of liability for damage caused by him. In cases of loss or damage to goods/rail car loads in domestic shipments the buyer is obliged to proceed in accordance with the Government Regulation no. 1/2000 Coll., On transportation rules for public rail freight transport - Rail Transport Regulations (RTR) and the Terms and Conditions of Carriage (TCC) for public railway freight transport, ČD Cargo a.s. (JsC) or other private carriers in the international traffic in accordance with the Appendix B to COTIF 1999 (Uniform Rules concerning the Contract for International Carriage of Goods - UR CIM). In the case of exclusion of liability of the carrier/carriers the complaint is dealt within the context of contractual relations between the buyer and the seller, or within the relation of the sender - recipient of rail car loads.

The buyer agrees to accept the seller's measurements when the deliveries are made by a road tanker. The delivery includes the

weighbridge ticket / waybill / bill of lading / delivery note, or other document pertaining to the goods. In deliveries provided by the seller which are made by road tankers the unloading of goods must be carried out at the location agreed to in the purchase order, equipped with technically compliant devices and meeting the requirements of applicable regulations. The carrier proceeds at the unloading location in accordance with the specific conditions indicated on the card provided by the recipient of the delivery. In the order of goods, the buyer shall state the technical requirements for unloading. If the buyer does not state the correct technical requirements in the order or does not inform the seller of important facts which could affect the unloading of goods, the buyer shall compensate the buyer for thus incurred extra costs.

During delivery via road tanker, the respective vehicles and drivers must be equipped with the respective cards depending on the given shipping terminal. If the buyer sends a vehicle or a driver not equipped with these cards the seller is not liable for failing a consignment by the agreed deadline and does not accept any requests for reimbursement of additional costs associated with idle time incurred by the buyer during loading and clearance of goods. The buyer (respectively its authorised carrier) is obliged in advance to arrange all administrative affairs related to access and loading during the business hours of the responsible division of the seller's respective filling facility.

#### 10.3

The goods will be delivered by the seller in rail or road tankers through the buyer's own transport or through contract carriers of the seller under conditions of securing such a mode of transport that preserves the desired and agreed to properties of goods.

In the case of deliveries of goods under already made purchase orders through the buyer's own transport, the buyer undertakes to name a specific authorised entity / person (e.g. driver of the road tanker) to accept the goods and to advise the seller of such definite appointment. The content of the purchase order must also include specific description of the transport means (road tanker plate number, rail tanker designation). It is a full responsibility of the buyer to arrange that the responsible persons are able to prove their authorization when receiving the goods and to produce appropriate evidence including documents relating to the respective vehicles. It is expressly stated that release to an unauthorised / or into a different means of transport contrary to the terms of the purchase order is ruled out.

#### 10.4

The place of delivery is the buyer's premises or dispensing terminal from which the goods were shipped.

#### 10.5

Delivery of goods consists of the acceptance of the goods and the quality certificate (attestation) and confirmation of the waybill / bill of lading / delivery note by the buyer.

#### 10.6.

Partial deliveries of goods are permitted.

#### 10.7.

The buyer is entitled to refuse acceptance of the goods from the road tanker, if (i) the delivery of goods does not include the delivery note and the attestation or (ii) the quantity of actually delivered goods exceeds the allowed tolerance given under paragraph 1.5.

#### 10.8.

The rejection of the goods for the reasons set out in paragraph 10.7. is recorded in a report prepared by the buyer together with the representative of the carrier transporting the goods from the seller, indicating the reason for the refusal to take delivery and signed by the carrier's representative and the buyer. The report on the refusal to take delivery will be part of the delivery note. In the event that the buyer will not be able to take over the quantity ordered, the buyer agrees to pay the seller the additional costs or damages incurred. In the case of own transport it is the responsibility of the buyer to send, at the seller's written request, within 48 hours a copy of the confirmed delivery note by e-mail followed by mail.

#### 10.9

In case of delay in delivering the goods the responsibility for the delay rests with the seller only if the buyer proves a serious breach of the obligations of the seller upon the dispatch of goods to the buyer. In no case is the seller liable for delays caused by circumstances beyond its reasonable care. Such circumstances shall be in addition to force majeure delays in customs control, technical and logistical difficulties in transporting and the like. In such cases the seller shall discharge the purchase order of the buyer on an alternative date agreed to by both parties to the contract. The buyer is not entitled to any claims arising from the performance on an alternative date. Furthermore, the seller is not responsible for the actions of third parties.

#### 10.10

In the event seller withdraws from the contract/declaration because of its violation by the buyer and the goods which were intended for the buyer are consequently sold by the seller to a replacement buyer the seller shall be entitled

to compensation, which includes the difference between the purchase price to be paid under the contract/declaration and the price agreed to in the replacement transaction. The entitlement to compensation for the remaining damage is not affected by this arrangement.

#### 10.11

The seller provides the buyer with a guarantee that the goods will have properties as agreed to in the purchase contract/declaration, framework purchase contract or purchase order for a period of three calendar months from the date of delivery of the goods. The warranty period begins on the date of handover of goods to the buyer or a carrier to transport the goods to the buyer. It is explicitly stated that the instant of acquisition of ownership rights to the goods is not decisive in terms of the duration of the warranty period.

#### 10.12

At the request of the seller the buyer shall enable the seller to inspect the claimed goods and taking of samples.

#### 10.13

The seller is not responsible for defects when the defectiveness of the goods was caused after passing the risk of damage to the buyer, by force majeure, improper storage or handling by the buyer or by a third person's intervention who was not entitled to handle the goods, while the buyer did not prevent such handling,

even though it was obliged to do so. In the case of non-delivery of goods by third parties to an appropriate terminal the buyer will be informed about alternative sources - alternative shipping terminal.

### **XI. Containers**

#### 11.1

The goods are shipped in rail cars leased by the seller and in rail cars owned or leased by the buyer, in road tankers of the buyer or of authorized transport companies, a pipeline, or in other containers suitable for this purpose.

#### 11.2

If the buyer furnishes railcars in its ownership or those which are leased, road tankers or other containers, he shall guarantee that they comply with applicable regulations, the railway regulations, RID, work practices, guidelines and standards applicable to these containers. The buyer acknowledges that the seller will not examine their suitability beyond the normal scope of responsibilities associated with handling furnished rail cars or containers provided. The buyer is responsible to the seller for all damages resulting from furnishing inadequate or defective container for filling or unloading, including leaks and

completeness of rail car fittings including the lid (see Appendix C to COTIF 1999 - Regulations concerning the International Carriage of Dangerous Goods -RID). The seller is authorised to refuse to accept rail cars to its own siding or require a contractual penalty from the buyer for parking rail cars, if the arrival of these rail cars is notified more than 3 calendar days before the planned date of shipping the loaded consignment. Likewise, the seller is authorised to demand a contractual penalty from the buyer for parking the rail cars, if by fault of the buyer the departure of these rail cars is delayed by more than 1 calendar day after the planned shipping of the loaded consignment. For exceeding the above stipulated limits, the buyer shall pay the seller a contractual penalty for each started calendar day and rail car in the amount of 100 EUR per day.

#### 11.3

Method of dispensing goods into the buyer's own road tankers or its carrier is governed by the rules of operation

of the filling plant. The buyer agrees to familiarize itself with applicable regulations, working procedures, standards, Sanction Rules for carriers and provisions related to the operation of the filling plant of the seller and adhere to them. The seller shall, upon request of the buyer or its authorized transport companies educate the operator of the road tanker with the safety regulations for the operation of this plant. A damage caused by the buyer's carrier to the filling plant or outside of it is seen as a damage which is the responsibility of the buyer. Filling of pressure vessels are governed by the operating rules.

#### 11.4

In the case of purchasing products in road tankers the buyer is obliged to ensure that they do not contain any residual products, water or other products and ingredients. In the event such as a foaming contents of the road tanker due to the presence of other products the buyer shall pay all costs associated with the liquidation of consequences of the accident. The oxygen content of road tankers and rail tanks for LPG filling must not exceed 0.3% and the road tanker shall be provided with a certificate.

#### 11.5.

In the case of delivery of heavy petroleum products, the buyer is obliged to be equipped with the appropriate devices and suitable connection for steam taps type DN30 KOCH, DN50 Friedmann, so that if necessary, it is able to heat the material to such a temperature to ensure its seamless emptying, depending on the character of the material.

### **XII. Procedure in case of a defective rail car**

#### 12.1

Should the carrier furnish the buyer with rail cars with a technical defect or a missing or damaged vehicle-parts or rail cars that cannot be drained - emptied in standard way, or in the case of transport of goods in road tankers with faulty flow-meter of the road tanker, the buyer is obliged to immediately notify the seller of this fact, with whom he shall agree on solving the occurring event and furthermore shall without undue delay draw up with the carrier transferring rail cars (loaded and empty cars) to a siding or other agreed place a mutual transfer slips in cases of discovered damages to rail cars or missing or damaged rail car parts in accordance with the applicable provisions of the General Contract for the use of Freight Cars GCFC/AVV including annexes (+) 1-14 to this contract and the Appendix D to COTIF 1999 - Uniform rules concerning contracts of use of vehicles in international rail traffic (CUV). This also applies to cases of hidden defects. At the same time the buyer is obliged to use all available means to empty the rail car with any technical defect.

#### 12.2

In cases of heavy petroleum products, the buyer is obliged:

a/ to have equipment for unloading a freight car through the upper opening in case of failure of the main valve or the drain valve;

b/ to have equipment for emergency heating of the freight car using a U-tube steam heater inserted through the upper opening of the freight car in case of failure of the heating coils. All expenses related to a technical defect shall be borne by whoever is responsible for the damage.

Returning the freight car back full is permitted only with the consent of the seller. Expenses are paid by whoever is responsible for the damage.

### **XIII. Contractual terms for the management of rail cars provided by the seller**

#### 13.1

a) The subject matter are rail cars provided for national or international CIM, CIM/SMGS transport by the seller, i.e., the seller owns or leases them or can dispose of them on the basis of other contractual relationship with the written consent of the holder/holders of the rail cars.

b) The buyer is obliged to ensure the complete emptying of the rail cars and subsequent closing of all valves (ensure the closing and tightness of the dome lid, main and lateral valves with screwed on swivel nuts), a clean boiler surface, removal of seals from previous shipments and due labelling of the cars for transport of dangerous goods in compliance with the valid provisions of the RID and UIC

loading directives (Volumes 1, 2 and 3), work procedures and instructions for rail car operation. In the case of rail wagons equipped with heating coils and heated outlets, the steam outlet valve must be open. The buyer shall also ensure the swift return of rail cars for refilling within the time limits set out in these Delivery terms and conditions. The time of returning the empty rail car means the time when the car is handed over by the carrier (e.g. ČD Cargo) or other carrier (e.g. UNIPETROL DOPRAVA, s.r.o. (Ltd)) to the location of mutual transfer of the siding (transfer railway siding) or other agreed place of mutual transfer of rail cars in return transportation (stamp of dispatch railway station ČD Cargo a.s. (JsC) or other carrier on the consignment note) on the consignment note for domestic transport - column 92, or column 59 in the CUV/CIM wagon note in cases of international transport).

c) The buyer who is declared as a consigner (or as a consignee when laden run) in the consignment note for the national transport on the return run, in the international transport in the CUV wagon note or in the dispatch waybill for local transportation is obliged to return the rail cars to the siding of the seller or other agreed place of mutual transfer without undue delay after emptying the rail cars at its expense (according to the agreed business terms of delivery, Incoterms 2020 and the contract) with the waybill for the national transport or with the wagon note CUV in cases of the international transport. The original consignee indicated in the transport document (waybill for the national transport, wagon note CUV for international transport) can carry out a new sale (re-dispatch) or to change the transportation contract on rail car dispatches loaded into rail cars of the seller only with his written consent, and according to the content of entries in the transport document (waybill for the national transport, CIM, CIM/SMGS waybill, wagon note CUV and a dispatch waybill for local transportation).

d) The deadline for unloading/emptying the rail car is 48 hours, and in cases of viscous goods 72 hours. The deadline for goods supplied by the seller in pressurized rail tankers in the period between 1 December and 31 March and in cases of viscous goods the deadline for unloading/emptying is extended to 96 hours. The period of unloading / emptying rail car begins on the handover of a loaded rail car to the buyer /recipient (a transfer slip, part no. 3 Receipt slip of the consignment note for domestic transport and part no. 3 Receipt slip of the CIM consignment note is confirmed by the recipient and the carrier) and ends by the handover of the empty rail car by the buyer / sender back to the carrier (a Return slip is confirmed by the sender and the carrier and the carriage contract is concluded with handover of the consignment note to the carrier - consignment note for domestic transport parts no. 1, 2, 3 and CIM consignment note parts no. 1, 2, 3, 5 - part no. 4 of the consignment note is kept by the sender). If this deadline is exceeded, the buyer is obliged to prove this fact by submitting a photocopy of the consignment note for domestic transport and CIM waybill at a laden run (Part 1 - waybill), a consignment note for domestic transport at an empty return run and a wagon note CUV for international transport (part 4-Duplicate). The deciding info is the imprint of a stamp of the dispatching and destination railway station or a stamp imprint of the carrier/carriers in the transport document.

e) The deadline for returning rail cars consists of the delivery period and the period for emptying the rail car (in accordance with Art.

XIII par. 13.1 point d) of the DTC, and in the Czech Republic it is 7 calendar days, 10 calendar days for viscous goods and 12 calendar days for goods supplied in pressurized rail tankers. The period is extended by 2 calendar days for deliveries to EU countries, deliveries to other countries outside the EU the period is increased by a total of 4 calendar days. This period begins to run by the handover of the loaded rail car by the seller to a carrier and ends by taking over the rail car after a return transport by the seller from the carrier ČD Cargo, a.s. or other carrier. The provision of Art. XIII par. 13.1 point d) of the DTC applies to pressurized rail tankers sent to the EU. For exceeding the above stipulated limits, the seller is authorised to demand the payment of a contractual penalty from the buyer for each pressurised rail tanker and every calendar day and part thereof a contractual penalty in the amount of 1500 CZK per day and 800 CZK per day for other rail cars. The right of claim for damages remains unaffected.

f) Mutual relations between a carrier and a sender upon the handover of the rail car load or empty rail car from the siding and between the carrier and the recipient upon the handover of an empty or

loaded rail car to the siding are not relevant when assessing whether the deadline for returning the railcar has been met.

It follows that the time information given in the transfer slip and the return slip cannot be used in claims (the extended deadline by 96 hours is a compensation for emptying the rail car with viscous goods and goods in pressurized tankers).

g) The buyer does not pay the penalty to the seller if during the national or international transport a rail car was physically destroyed, a rail car and its vehicle components suffered a loss and damage or if it was a rail car was belatedly returned by the buyer to the seller as a result of its damage or damage and loss of vehicle part by the carrier. However, if the rail car and vehicle parts were damaged by the buyer (the consignee/consignor) or if the buyer (consignee/consignor) or a third person, to whom the buyer (the consignee/consignor) enabled access to the rail car, has wrongly routed or caused a loss of a rail car the buyer shall pay all costs incurred to restore the car to its original condition, to repair the vehicle, vehicle components and their completion including other incidental costs and to pay damages which he caused to the seller in this way from the day the damage occurred to the day when the seller receives a written notice of the buyer (consignee/consignor) of the said event.

#### **XIV. Eligibility for transport and requirements for vehicles (road tankers)**

##### **14.1**

The buyer or its carrier is required to have all permits, licenses and authorizations to perform transport of refinery products and is responsible for the timely extension of their validity, provided their validity ended during the effectiveness of these Delivery terms and conditions.

##### **14.2**

To secure transportation of refinery products, the buyer or the contracting carrier/carriers are required to have the appropriate types of road vehicles. They must use only vehicles which are duly equipped and comply with the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and other applicable regulations. The vehicle transporting refined products must be operated in good condition and clean.

##### **14.3**

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

##### **14.4**

The buyer is obliged to submit to the seller in writing, prior to the commencement of collection of goods by own road tankers or road tankers of a third party, the relevant information concerning the vehicles, the drivers or companies forwarding or transloading the goods. In the event of a change in the authorization, the buyer is obliged to immediately notify the seller. seller is not responsible for any damage caused to the buyer by using a company to collect goods or technology that was not removed by the buyer from the list of the authorized companies.

#### **XV. Transmission of documents**

##### **15.1**

The carrier on behalf of the buyer shall collect at the shipping terminal the agreed shipping and tax documents on which the carrier driver shall confirm by his legible signature correctness of the data therein. The buyer shall confirm the receipt of goods/road tanker shipments in the place of delivery by its legible signature and a stamp. He shall indicate identified defects on goods and packaging in the delivery note. The carrier shall leave only a confirmed copy of the consignment note / delivery note / bill of lading at the load receiving location.

##### **15.2**

During the loading of goods at the shipping terminal the buyer or his authorized carrier is responsible for collecting excise tax forms and documents from a worker of the dispatching terminal and shall

retain them throughout the transportation so that they can be produced in the event of an inspection by the customs authorities. At the same time the buyer or his authorized carrier shall follow the instructions of the seller in cases of issuance of documents to prove that excise taxes have been levied on goods or other evidence under the Excise Tax Act, as amended, created during transportation through the Portal of Customs Administration and operatively sent to the buyer or to his authorized carrier.

15.3

In the event that the buyer or his authorized carrier violates the obligations set out in Section 15.2 the buyer agrees to pay the seller any costs incurred in connection with the breach of those obligations (penalties, excise duty recovery, goods seized by Customs Administration etc.)

## **XVI. Force majeure**

16.1

Neither party will be liable for any failure to meet legal obligations, if such failure or delay was caused by an obstacle which occurred independently of the will of the liable party and prevented it from fulfilling its obligations if it cannot be assumed, or if it is impossible to reasonably assume that the liable party could have averted or overcome this obstacle or its consequences and if at the time of the occurrence of a commitment could not realistically predict this setback (hereinafter referred to as "force majeure"). However, the responsibility for the fulfilment of an obligation is not precluded by an obstacle which arose only at the time when the liable party was in delay with the performance of its duties or arose from its economic situation.

16.2

For the purposes of these DTC and provided they meet the conditions mentioned in the preceding paragraph force majeure shall include in particular:

- Natural disasters, fires, earthquakes, landslides, floods, storms or other atmospheric disturbances and phenomenon of a considerable extent or
- War, insurrection, riot, civil unrest or strikes, general strikes or
- Decisions or normative acts of public authority, regulations, restrictions, prohibitions or other interventions of the state, state authorities or local government or
- Shortages of primary raw materials for the production of refinery products, not caused by the seller (e.g. the suspension or restriction of oil supplies) or
- Explosions or other damage or malfunction or unplanned shutdowns of production or distribution facilities.

16.3

In the event of any unplanned production restrictions the seller will reduce deliveries to all its contractual partners in equal proportions. The amount of the reduced supply will be determined on the basis of the actual amount collected by the respective contractual parties in the previous calendar month.

16.4

The contracting party that violated, violates or with respect to all known facts expects to violate its obligation under a purchase contract or framework purchase contract or declaration, or a purchase order as a result of force majeure, must immediately inform the other party of such violation or event and

make every possible effort to prevent occurrence of such an event or its consequences including their removal.

## **XVII. Legitimate interests**

17.1

In the interest of performing the contract/declaration, the parties are obliged to cooperate and proceed with care in accordance with their justified interests. They are obliged to inform each other of all important circumstances concerning the performance of the contract/declaration and to provide explanations immediately at the other party's request. Both parties are obliged within their normal

ways and means to proceed so as to minimize any damage, losses or risks arising from activities related to compliance with contractual relations or the use of products. Each of the parties shall consistently ensure adherence to the principle of confidentiality of business information between them as a result of performance of the contract/declaration.

## **XVIII. Information**

### **18.1**

The seller and the buyer undertake to provide each other with any information which could in any way hamper the performance under the contract/declaration as soon as it is known to them. If one of the contracting parties fails to inform the other contracting party of such limitation in a timely manner, even though it knew about it, it shall pay the other contracting party all provable costs it incurred as the result of such omission.

### **18.2**

If the parties, when concluding the contract/declaration or during the execution of supply of goods provide each other with information, whether directly, indirectly, verbally or in writing, which is subject to trade secret or is marked as confidential, neither of the party may provide or disclose this information or make it accessible otherwise to third parties or make use of it for themselves if it would be in conflict with the interests of the other party or make use of it for any other purpose than the purpose and reason for which it has been communicated to them; breach of this obligation will be considered by the affected party as unfair competition within the meaning of Section 2976 of the Civil Code, with the right to damages under Section 2894 of the Civil Code not being affected.

## **XIX. Withdrawal from the Agreement**

### **19.1**

Apart from the case of the buyer's delay in collecting goods or its delay in payment of the purchase price (Article II of the DTC) the seller is also entitled to withdraw from the contract especially if insolvency proceedings have been initiated against the buyer or if the buyer goes into liquidation or if the seller is aware of any circumstances that could endanger or impede the recoverability of outstanding debts owed to it. In this case the contract is extinguished when a written notice of withdrawal is delivered to the buyer.

### **19.2**

Withdrawal from the contract terminates all rights and duties of the parties under the purchase contract, except for the right to damages and contractual penalty payment and provisions of the purchase contract and these Delivery terms and conditions concerning choice of law, the settlement of disputes between the parties and regulation of rights and obligations of the parties for the event of termination of the purchase contract.

## **XX. Other delivery conditions**

### **20.1**

These Delivery terms and conditions apply to all deliveries of refinery products of the seller. Any conditions of the collecting points set out or printed on the purchase order of the buyer, and any other conditions stated in purchase orders contradicting these delivery terms and conditions shall be deemed invalid if the seller does not expressly accept them in the confirmation of purchase orders. The seller declares the agreement on acceptance of these Delivery terms and conditions as an essential requisite of a contract/declaration.

## **XXI. Occupational safety**

### **21.1**

The buyer is obliged to be familiar with all the rules and regulations at the filling point concerning occupational safety and protection of health, fire protection and environmental protection.

Furthermore, it shall ensure that its staff and employees of its subcontractors work at all times in accordance with these rules and regulations and adhere to them. Failure to follow these rules and regulations by the buyer's workers or workers of its subcontractors may result in their expulsion from the premises of the seller.

21.2

The buyer undertakes to obtain and provide all its employees and representatives with the necessary personal protective equipment, which are required to be used by the seller due to the nature of the working environment.

21.3.

In the context of the occupational safety and protection of health and the movement of persons present in the premises of loading terminals and production areas of the seller the buyer agrees to use the following basic personal protective equipment when carrying out activities in those centres where there are handled dangerous goods (loading / unloading, etc.) in accordance with ADR/RID:

protective clothing - a non-combustible according to ČSN EN ISO 11612 (made of fireproof fibres, not of cotton, linen, etc.) as well as antistatic according to ČSN DIN EN 1149-3,

b) warning vest complying with EN 471

c) safety helmet complying with ČSN EN 397,

d) safety glasses with side protection, complying with ČSN EN 166

e) protective working gloves according to ČSN EN 374-3, chemical resistant

f) protective safety shoes according to ČSN EN 345 version S3

21.4

The buyer is obliged to immediately inform the operator of the place of performance of all work injuries and accidents, which happen to the buyer's employees at the place of performance. The buyer agrees to closely cooperate with the seller during the investigation of all accidents.

21.5

The provision for fire protection is governed by generally applicable regulations, in particular the provisions of the Act No.133/1985 Coll., and Decree No. 246/2001 Coll., as well as the relevant internal regulations applicable to the place of performance; the buyer is obliged to get acquainted and comply with all the aforesaid regulations. Repeated violations of safety regulations will be considered a substantial breach of a contract/declaration and will be grounds for withdrawal from a contract/declaration.

## **XXII. Choice of law and disputes resolution**

22.1

The Parties agree that the legal relation or the rights and obligations arising out of a purchase contract or framework purchase contract or declaration or a purchase order, their provision, change and termination shall be governed exclusively by the Czech law, excluding conflict rules, in particular with the Act no. 89/2012 Coll., Civil Code, as amended.

22.2

The parties to the contract agree that any disputes arising between them from legal relations based on a purchase contract or a framework purchase contract or a purchase order or on another contract or in connection with it shall be resolved by the ordinary courts of law of the Czech Republic.

22.3

The Parties hereby exclude the application of the UN Convention on Contracts for the International Sale of Goods to the rights and obligations arising from a purchase contract, a framework purchase contract /declaration or a purchase order. The contracting parties have also agreed that commercial practice shall not take precedence over the provisions of the law, even over the provisions of the law which do not have peremptory effects.

### **XXIII. Terms of VAT Exemption for Shipments to another EU Member State**

#### 23.1

The seller shall exempt delivery of goods to the purchaser from Czech VAT only if the following conditions are met:

- the goods are dispatched or transported to another Member State (AMS),
- the goods are dispatched or transported by the seller, by the purchaser or by a third party authorised by the seller or the purchaser,
- the goods are subject to VAT on acquisition in AMS,
- the purchaser provided the VAT registration number for VAT registered in AMS.

The purchaser is obliged to inform the seller, if it failed to fulfil any of the above conditions.

#### 23.2

If the purchaser is a tax payer in the EU and the goods are intended for delivery into the EU under the EXW, FCA or DAP/DAF delivery terms at the border (Czech territory) the purchaser declares that the goods, which are the subject of the contract (order), will be transported by the latter or by a carrier authorised by the latter, not by the customer of the purchaser or a carrier authorised by the customer of the purchaser. The purchaser undertakes not to sell and/or not to deliver the goods to another entity within the territory of the Czech Republic.

Before the first delivery of the goods the purchaser will provide the seller with a list of its carriers and copies of contracts with any such. At the same time the purchaser is obliged to inform the seller also of any subsequent amendments to this list, i.e. identity or particulars concerning the carrier. In the event that another carrier arrives to load the goods than the one indicated in the list of the purchaser, the seller reserves the right to refuse to hand the goods over, or to charge for the goods inclusive of VAT as in the case of a domestic delivery; such procedure shall not be considered as a breach of the purchase contract and cannot be the subject of any penalties imposed by the purchaser.

In the case of initiation of a tax procedure with the seller the purchaser undertakes without delay to provide the seller with all the documents demonstrating the fact that the goods left the territory of the Czech Republic and ended in another European Union Member State and that the shipping was implemented by the purchaser or its authorised carrier.

#### 23.3

If the goods are dispatched or transported by the purchaser or a third party authorised by the latter to another EU Member State, the purchaser is obliged to have at its disposal and upon request to provide the seller with a proof of shipping of the goods to AMS, such as a signed document or a CMR consignment note, a dispatch note, an invoice from the carrier of the goods, etc.; two such means of proof are required in the minimum, while these must not contradict each other, must be issued by two different mutually independent parties, also independent of the seller and the purchaser. The confirmation of the recipient in the EMCS shows only the fact that the goods were dispatched/transported to another Member State.

#### 23.4

If only one means of proof referred to in paragraph 23.3 is available, the purchaser shall provide the seller with at least one of the following documents:

- the insurance cover document relating to dispatch or transport of the goods, or bank documents demonstrating a payment for the dispatch or transport of the goods;
- official documents issued by a public authority, such as a notary public, confirming completion of transport of the goods in the Member State of destination;
- confirmation of the storekeeper in the Member State of destination of receipt of the goods, confirming storage of the goods in that Member State.

#### 23.5

Furthermore, the purchaser is obliged to provide a written confirmation, which will state:

- that the goods were dispatched or transported by the latter or on its behalf by a third party,
- the Member State of destination of the goods,
- date of issue,
- name and address of the purchaser,
- quantity and nature of the goods,
- date and place of termination of transportation of the goods,
- identity of the person receiving the goods on behalf of the purchaser.

This obligation may be met also by a summary confirmation, which; however, must specify all the data in respect of the individual shipments.

#### 23.6

The confirmation in accordance with paragraph 23.5 on shipment to the place of destination shall be sent to the seller no later than on the tenth day of the following month after delivery of the goods, by email to the address docs@unipetrol.cz. The seller may subsequently request delivery of these documents in paper form. The purchaser undertakes to send these documents at request.

#### 23.7

If the purchaser fails to meet the conditions for exemption from VAT pursuant to 23.1 and 23.2, or if on request the seller fails to be provided with documents confirming transport to AMS pursuant to Paragraphs 23.3 and 23.4, or if the confirmation fails to be posted pursuant to Paragraph 23.5, delivery of the goods will be taxed by Czech VAT, even additionally so. If the goods are transported by a customer of the purchaser, or by a carrier authorised by the latter, the Czech VAT shall be always applied, even additionally so. If the goods are sold and/or delivered by the purchaser to another entity within the territory of the Czech Republic, VAT shall be applied always, even additionally so.

In this case the purchaser is obliged to pay this VAT to the seller inclusive of any accessories (penalty payments, interest on arrears), if applied.

The purchaser is also obliged to make good to the seller any taxes inclusive of any accessories, possibly inclusive of a compensation for further damage, if in accordance with the above paragraphs the purchaser provides false information or if the purchaser misleads the seller.

### **XXIV. Terms for exemption from VAT in respect of export**

#### 24.1

Export of goods for the purposes of this Act shall mean exit of goods from the territory of the European Union to a territory of a third country.

Exportation of goods is exempt from VAT, if it is a shipment of goods by the tax payer, dispatched or transported from the domestic country to a third country

- a) by the seller or a person authorised by the latter, or
- b) by the purchaser, or a person authorised by the latter, if the purchaser does not have a registered office, nor an address of residence, nor a place of business in the domestic territory, with the exception of goods shipped by the purchaser for the purpose of delivering equipment or supplies to recreational ships or aircraft, or any other means of transport for private use.

The purchaser is obliged to inform the seller if the relevant conditions failed to be fulfilled.

The taxpayer is obliged to demonstrate exit of the goods from the territory of the European Union

- a) by a decision of the customs office on export of the goods to a third country, in respect of which exit of the goods from the territory of the European Union is confirmed for export customs procedure, outward processing, external transit, or re-export, or
- b) by other means of evidence.

#### 24.2

If the purchaser is from a third country and the goods are intended for export and are delivered under the EXW, FCA, DAF/DAP delivery terms at the border (Czech territory), or DAT Incoterms 2020, the

purchaser declares that the goods, which are the subject of the contract (order), will be transported by the latter or by a carrier authorised by the latter, not by a customer of the purchaser or a carrier authorised by the latter. Furthermore, the purchaser solemnly declares that it does not have a registered office, place of business nor a fixed establishment in the territory of the Czech Republic. The purchaser declares that the goods which are the subject of the contract will not be sold and/or delivered to another entity within the territory of the EU.

#### 24.3

Before the first delivery of the goods the purchaser will provide the seller with a list of its carriers and copies of contracts with any such. At the same time the purchaser is obliged to inform the seller also of any subsequent amendments to this list i.e. the identity/particulars concerning the carrier. In the event that another carrier arrives to load the goods than the one indicated in the list of the purchaser, the seller reserves the right to refuse to hand the good over, or to charge for the goods inclusive of VAT as in the case of a domestic delivery; such procedure shall not be considered as a breach of the contract and cannot be the subject of any penalties imposed by the purchaser.

#### 24.4

In the event that the goods are dispatched or transported by the purchaser or by a carrier authorised by the latter, the purchaser is obliged to provide the seller with a copy of the consignment note signed or authenticated by the recipient outside the customs territory of the EU with all the particulars in accordance with Para. 24.5., i.e. inclusive of a confirmation that the goods were shipped or transported by the purchaser or on its behalf by a carrier authorised by the latter.

#### 24.5

If a confirmed consignment note is not available in accordance with Paragraphs 24.4, the purchaser is obliged to provide a written confirmation, which will state:

- that the goods were dispatched or transported by the latter or on its behalf by a carrier authorised by the latter,
- the State of destination of the goods,
- date of issue,
- name and address of the purchaser,
- quantity and nature of the goods,
- date and place of termination of transportation of the goods,
- identity of the person receiving the goods on behalf of the purchaser.

This obligation may be met also by means of a summary confirmation, which must; however, specify all the information in respect of the individual shipments.

#### 24.6

The confirmation in accordance with Paragraphs 24.4 or 24.5 on a shipment to the place of destination (outside the EU) must be sent to the seller no later than on the tenth day of the following month after the delivery, by email to the address docs@unipetrol.cz. The seller may subsequently request delivery of these documents in paper form. The purchaser undertakes to send these documents at request.

In the case of initiation of a tax procedure with the seller the purchaser undertakes without delay to provide the seller with all the valid originals of documents documenting the fact that the goods left the territory of the European Union and that the shipping was implemented by the purchaser or its authorised carrier.

#### 24.7

If the purchaser fails to meet the conditions for exemption from VAT pursuant to 24.1 or 24.2 or if the seller fails to be provided with the documents pursuant to Paragraphs 24.4 or 24.5, delivery of the goods will be taxed by Czech VAT, even additionally so.

In this case the purchaser is obliged to pay this VAT to the seller inclusive of any accessories (penalty payments, interest on arrears), if applied.

The purchaser is also obliged to make good to the seller any taxes inclusive of any accessories, possibly a compensation for further damage, if in accordance with the above paragraphs the purchaser provides false information or if the purchaser misleads the seller.

## **XXV. Anticorruption clause**

25.1.

Both parties declare that in connection to the fulfilment of this contract, they shall exercise due care and fulfil all the legal regulations which are binding for the parties in the area of avoiding corruption, as required by the relevant authorities in the Czech Republic and European Union, both directly and in dealing via the subsidiary or related economic entities of the parties.

25.2.

Each party also declares that in connection to the fulfilment of this contract, it shall observe all the internal requirements which are binding for the parties, regarding the standards of ethical conduct, avoiding corruption, corresponding to the laws on billing transactions, costs and expenses, conflicts of interest, giving and receiving of gifts and anonymous reporting and explanation of misconduct, both directly and in dealing via the subsidiary or related economic entities of the parties.

25.3.

The parties declare that in connection to concluding and fulfilling the contract, neither party nor any of their owners, partners, shareholders, members of the board of directors, managers, employees, subcontractors or any other person acting on their behalf, has carried out, proposed or promised to do, or had authorised, and shall not do, propose or promise to do or authorise, any payments or other activities which could lead to financial or other enrichment, or other profit directly or indirectly for any of the following:

- (i) member of the statutory body, director, employee or representative of the given party or any subsidiary or related economic entity of the party,
- (ii) state officially, meaning a natural person that discharges of a public office in the meaning which this term has in the legal system of the country in which this contract is fulfilled, or where the official seat of the party or any subsidiary or related economic entity of the party is located;
- (iii) political party, member of a political party or candidate for a position in a state authority;
- (iv) representative or intermediary for payment to any of the aforementioned parties; and also
- (v) any other person or entity - for the purpose of procuring their decision, influence or activity, which could lead to any unlawful prioritisation or any other undesirable purpose, if this activity breaches or would breach the legal regulations concerning the avoidance of corruption, issued by the competent authorities in Poland and in the European Union, both directly and when dealing via the subsidiaries or related economic entities of the parties.

25.4.

The parties are obliged to inform each other immediately of any breach of the provisions of this article. At the written request of either party, the other party shall provide information and answers to the justified questions of the other party concerning the fulfilment of this contract pursuant to this article.

25.5.

For the purpose of due fulfilment of the aforementioned obligation, both parties declare that during the fulfilment of this contract, they shall provide any person acting in good faith with the option of anonymously reporting misconduct via the e-mail of the anonymous system for reporting unethical conduct: [securityreport@unipetrol.cz](mailto:securityreport@unipetrol.cz).

25.6.

In the case of suspected corruption, which occurred in connection to or for the purpose of fulfilling this contract by any representatives of the parties, KS UNIPETROL reserves the right to conduct an anti-corruption audit of the supplier / contracting party, in order to verify whether the supplier / contracting party observes the provisions of this article, in particular in order to explain all the matters concerning corruption.

## **XXVI. Miscellaneous provisions**

### 26.1

The parties to the contract exclude the application of Section 1740 par. 3 of the Civil Code, which provides that the purchase contract is concluded even when the expressions of the will of the parties is not fully consistent.

### 26.2.

For the purpose of fulfilling the Contract, the seller processes the personal data contained in the purchase contract (contact data) or personal data of the buyer's employees, which it obtained in connection to performing the purchase contract and which it processes in accordance with the General Data Protection Regulation (EU) 2016/679 and other related or implementing regulations concerning personal data protection. Personal data provided by the buyer pursuant to the purchase contract shall be processed and stored by the seller maximally for the term of the purchase contract and for an additional 10 years afterwards. The buyer's employees as the data subjects apply all of their rights to their employer - the buyer.

### 26.3

The buyer acknowledges that all the clauses in these Delivery terms and conditions are understood by him, are not disadvantageous for him and do not depart from the normal conditions concluded in similar cases. The parties to the contract agree that they shall not apply in their contractual relationships provisions of Section 1799 and Section 1800 of the Civil Code governing links to business conditions in form contracts, define incomprehensible or particularly onerous clauses and conditions of their validity.

### 26.4

The buyer assumes risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.

### 26.5

The Parties declare that neither one of them feel and consider themselves to be the weaker party in comparison with the other party and they had the opportunity to familiarize themselves with the text and content of the Delivery terms and conditions, understand the content, want to be bound by them and that they have sufficiently discussed together all the arrangements. The parties to the contract further declare that by the implementation of these Delivery terms and conditions neither of the parties to the contract is disproportionately shortened pursuant to Section 1793 of the Civil Code.

### 26.6

In accordance with Section 630 of the Civil Code it is hereby agreed to extend the period of limitation of any rights arising from contractual relations between the parties to a period of 4 (four) years from the moment the period begins to run, and the extension of the period of limitation shall also apply to the rights arising out of the abolition of the contractual relationship (e.g. withdrawal from the contract). Arrangements for the extension of the period of limitation of the seller's rights cannot be separated from the arrangements for the extension of the period of limitation of the buyer's rights.

### 26.7

The buyer shall not transfer any rights and obligations to the seller or to a third party without the prior written consent of the seller.

### 26.8

The parties to the contract agree that when it comes to a change of information on one or the other contracting party side which is included in a contract/declaration, the party to the contract on whose side this change occurs must notify the other party to the contract without undue delay via e-mail. In the event that a compulsory party fails to do so the existing data of a contract/declaration shall apply and the party to the contract which did not convey these data to the other party to the contract shall be responsible for any damage incurred in causal connection with the non-fulfilment of this contractual obligation.

### 26.9.

If the contract is subject to the obligation of publication in the contracts register pursuant to Act No. 340/2015 Coll., on the contracts register, the contract shall require such publication to be effective.

The buyer shall immediately, but at latest within 30 days from concluding the contract, ensure the sending of the contract for due publication pursuant to Act No. 340/2015 Coll., on the contracts register, to the contracts register kept by the Ministry of Interior of the Czech Republic. The buyer shall inform the seller immediately about publication of the contract. If the contract is not published within three months from its conclusion, it shall be cancelled on the following day from the outset, with the effects of potential unjust enrichment. If the contract contains information which cannot be provided whilst proceedings pursuant to regulations concerning the free access to information, the party which sends the contract for publication in the contracts register undertakes not to publish such information.

26.10

The seller has the possibility of unilaterally amending these DTC in their full scope. The buyer shall be informed of such amendment of the DTC at least 15 days before the changes in the DTC come into effect. The new version of the DTC shall be sent to the buyer's contact data specified in the contract with the seller, and shall also be published on the website [www.unipetrolrpa.cz](http://www.unipetrolrpa.cz). The buyer has the right to refuse these changes and to terminate the contract between it and the seller, to which the DTC pertain, for reasons of unilateral amendment of the DTC, at latest within 21 days from delivery of the notice on amendment of the DTC. In such case the contract shall be terminated as of the delivery of the termination notice to the seller.

26.11

These Delivery terms and conditions come into force on 1 January 2020.