General Terms and Conditions (GT&C) of FONTE VIVA Ltd. on its product Sale Activity with Foreign Partners

GENERAL

During the product sale activity of FONTE VIVA Ltd.(hereinafter referred to as: **FONTE VIVA** or **Seller**) outside Hungary, the present GT&C shall be applied unless the contracting parties (hereinafter referred to as: the Parties) agree otherwise. The GT&C forms an integral part of the Contract for the Products supply and, by concluding the Contract, the Purchaser confirms that it is familiar with the content of the GT&C and accepts it as binding. The relevant Product Specified Contractual Terms and Conditions are always part of the GT&C. If the provisions of the Contract concluded with Purchaser differs from the provisions of the GTC, the provisions of the Contract shall prevail. Other conditions or the stipulations of Purchaser shall be effective only with the written consent of Seller.

FONTE VIVA is authorized to amend the provisions of GT&C at any time. Purchaser will be informed thereof and the new GT&C will be submitted in written form (in e-mail, or other appropriate means of delivery specified in the Contract) 15 calendar days before the amended version of the GT&C enters into force.

In such a case, Purchaser will be obliged to declare in writing the acceptance or rejection of the amended version of the GT&C within 5th calendar days from receiving Seller's notice. In case of the absence of Purchaser's feedback within the given 5 calendar days, it shall be deemed that such GT&C amendments are adopted from the 15th day of its notice to the Purchaser.

The application of the present GT&C can also be stipulated in the case of sales of purchase contracts between MOL group members.

The present GT&C is valid only for those agreements which shall be valid from 07.04.2025

DEFINITIONS In the present GT&C

MOL Group – means MOL Plc. and those companies wherein on supreme body MOL, directly or indirectly, bears more than 50 % of votes or where MOL, directly or indirectly, exercises majority ownership or otherwise controlling rights based on a contract concluded with the other owner(s).
Ptk.– means the effective Civil Code of Hungary.
Product Specified Contractual Terms and Conditions means a document which forms and inseparable part of the GT&C and contains the special conditions regarding the relevant product as a subject of the Contract. **Product** means all type of products sold by FONTE VIVA.
Purchaser means foreign partners who purchase the Product from FONTE VIVA.
Order: based on the agreement between the Parties it either means the document under Appendix 2. or any other, mutually agreed form which contains the minimum standards detailed under Article 1 point 1.1.
Contract means the Delivery Contract/Frame Contract/Confirmation of Order/Deal Sheet/ Distribution agreement or any other type of agreements for sales involving the present GT&C together concluded between FONTE VIVA and Purchaser.
The GT&C and the Products Specified Contractual Terms and Conditions for each of the Products are available in a separate documents on the company homepage: https://fontenatura.hu/

Valid from 07-04-2025

MOLGROUP

Parts of the GT&C

I. COMMERCIAL CONDITIONS

Article 1 PRODUCTS

Seller warrants that the Products sold under the Contract are owned by Seller and that it has the right and authority to sell such Products. Furthermore, Seller warrants that the Products meet the requirements/standards required for the Products as per specification set in the Contract and for that purpose Seller provides relevant certificates. Seller also warrants that the Products are not encumbered by any kind of third-party rights.
There are no representations, duties (whether in negligence or otherwise), conditions, guarantees, warranties or terms, expressed or implied by statute or otherwise, as to the description or satisfactory quality or suitability of the Product for any purpose whatsoever, or otherwise relating to the quality of the Product which extend description of the Product appearing in the Contract.

1.1 ORDER FORM

The Order is the document issued by the Purchaser and addressed to the Seller in which Purchaser indicates at least the type and amount of Product to be ordered and the delivery date and address. The Order becomes binding in the moment the Order confirmation by the Seller is received by Purchaser. The final, confirmed Order shall contain at least (1) the type and amount of Product ordered by Purchaser (2) the delivery date and address and (3) the name and VAT number of the Seller and Purchaser (4) the Parties bank account number and their respective account-holding financial institution and finally, the (5) total price of the Order. The confirmed Order shall constitute as a Contract between the Parties.
The Parties have the right to deviate from the use of the specific template in annex 2 in case they mutually agree.
The Parties have to agree on the form of ordering in the Delivery Contract and it's issuing method (either electronic form/physical form).
The electronic address of Fonte Viva to which the orders detailed in present point 1.1. shall be sent is rendeles@fonteviva.hu.
The minimum quantity of Products ordered shall be as follows:

Product size	Products/pallet	pack of 6/pallet
2 l	384	64
1,5 l	504	84
0,75 l	870	145
0,5 l	1512	12pack/126 6pack/252

The Purchaser is obligated to provide exchange pallets. If unable to provide exchange pallets, the cost of pallets must be purchased at a price detailed in the Delivery Contract.

Article 2 TERMS OF DELIVERY

Seller shall be obliged to deliver the Products to Purchaser in accordance with the agreed terms and conditions stipulated in the Contract, to hand over the documentation related to the Product and to enable the Purchaser to acquire ownership of the Product in accordance with the Contract.
Delivery of the Product shall be executed on the INCOTERMS 2020 delivery basis agreed upon by the Parties and indicated in the relevant Contract; ownership, possession, custody and risk of loss in the Product shall pass to Purchaser when the shipment reaches the delivery point as to the relevant parity.

The Product shall be transported on road in the vehicle of the Seller (or the Carrier of the Seller), as agreed by the Parties.
Seller is entitled to deliver, even partially, even prior to the agreed term of delivery and Purchaser shall accept such delivery. If the confirmed deliveries are postponed due to Purchaser fault (e.g. overdue invoice, delayed data-report obligation of Purchaser), Seller is entitled to re-allocate the availability of the Product as well.
In case the delivery period of the to be transported Product is within a certain period according to Contract (transportation is to be organized by the Seller) Seller is entitled to dispatch the product at any time within the agreed period.
Seller shall assume responsibility for the cleanness, emptiness and proper suitability of the transport vehicle provided by Seller. Purchaser shall assume responsibility for the cleanness, emptiness and proper suitability of the transport vehicle provided by Purchaser; in such cases Seller shall exclusively guarantee the quality of the Product filled/loaded into the vehicle.
In case the forwarding or carriage services are arranged by the Purchaser, Seller is not obliged to inspect the required cleanliness, suitability and capacity of vehicles. Purchaser shall be liable for loading and unloading of the Product, unless expressly otherwise provided in the Contract.
The delivery term is of maximum of 21 days from order confirmation date. The delivered Products must have 66% (2/3) of their shelf life left. Fonte Viva has the right to complete the orders before the end of the delivery term. The Seller also has to right to undertake to a shorter delivery term in the Contract.

2.1. QUANTITY

The quantity shall be indicated on the CMR document (hereinafter referred to as "CMR" or „Waybill") or the agreed performance documents.

2.2. TERMS OF TRANSPORTATION

ROAD
The Product is transported on road by trucks.
Purchaser shall confirm the takeover by execution and stamping of a bill of lading or a delivery note upon the takeover of the product and indicate the date of receipt. The bill of lading or delivery note or international waybill (CMR) refers to Purchaser identification number, order number, the grade and quantity of the delivered product, Date, Hour, Minute and Full address of Place of the take-over, specification of carriage and/or the license number of the transport vehicle.

In case of such road transportation, when Seller organizes the delivery of the ordered material to the destination stipulated by the Purchaser, if delivery arrives within opening hours and if neither Contract nor Confirmation of Order indicate demurrage free period, Purchaser shall unload the ordered material from the transportation vehicle on the arrival day of the shipment. Should Purchaser fail to do so, Seller has the right to invoice a demurrage.

2.3. DEMURRAGE, VEHICLES STAY

Seller has the right to charge the amount of the demurrage detailed in the table here below within 15 days as of the day when it incurred and Purchaser shall pay said demurrage within 15 days as of the date of issue of the demand letter about the demurrage by bank transfer.

	SELLER vehicle	SELLER vehicle
	demurrage free period after arrival of Seller's vehicle to Purchaser (time for penalty free unloading)	penalty for late leave of Seller's unloaded vehicle incl. unloading time (currency/day/vehicl e)
road	2 hours	30 EUR/hours/truck

Article 3 WARRANTY

Seller shall undertake a warranty that the Product is in compliance with the relevant delivery specifications which were valid at the time of delivery of the Product.
Seller is not liable for any defect caused by external circumstances after the transfer of risk related to the takeover of the Product.
Subject to other provisions in the Contract, any claim related to any loss or any damage whatsoever shall be deemed and treated as waived and absolutely barred and any liability of the other party in respect of that complaint, claim or dispute shall be finally extinguished within 6 months from the delivery of the claimed Product or failing any deliveries, the date on which the Product should have been delivered unless written notice of such claim has been given by the claiming party to the other party, together with the supporting documentation and reasonable details, of the facts on which the claim is based.

Article 4 COMPLAINTS

If the Purchaser has a delivery, quantitative or qualitative problem with the Product delivered by Seller, it shall notify Seller in writing within 3 working days from the date of detection of the Product to the place of destination. Purchaser shall send all information, documents, samples and evidences as proof of the case which is requested by Seller during the complaint investigation within 10 calendar days from the date of the request sent via email by Seller.
The electronic address of Fonte Viva to which the above mentioned complaints shall be sent is info@fonteviva.hu.
If Purchaser cannot send the requested sample, documents and information upon Seller's request, Seller is entitled to close complaint without finding. In this case Seller is not liable for any compensation.
In case of damaged or contaminated Product during transportation or the unloading the Purchaser upon the claim announcement is obliged to ask for further instruction from the Seller regarding the handling of claimed Product in order to ensure the minimization of the damage/ loss. The transportation vehicle should not be return without emptying or the Product should not be used or destroyed without the Seller's written approval.
Quantity claim may only be raised upon the arrival of the products at the place of delivery in accordance with the delivery terms. complaint can be submitted only in case of higher difference than tolerances indicated in the table below:

	quantity complain
	maximum difference between freight document quantity and quantity upon arrival in the vehicle before unloading
road	0,3%

Any complaint made by Purchaser on the Product shall not exempt Purchaser from paying the invoice value concerning the Product within the terms and conditions set out in the Contract provided always that any complaint made by Purchaser shall be fully investigated by Seller within thirty (30) days from the date of any such complaint being made. If any complaint relating to the Product is not resolved to the mutual satisfaction of the Parties within 90 days ("Complaint Resolution Deadline"), they shall engage the services of an independent expert organization selected by them. The opinion of the independent expert shall be final and binding. The costs related to the investigation shall be borne by the party whose claim/statement was not justified by the result of the investigation.
Seller will settle any lawful and justified complaints according to a specific agreement with Purchaser for the settlement of complaints. Seller will not take any responsibility for any damage caused to Purchaser by the improper storage or inappropriate processing of the Product or their feedstock or for any damage caused by the inappropriate carriage of the Product when carriage is provided by

Purchaser. Upon his own discretion, Seller is entitled to grant to Purchaser either a price reduction or supply replacement Product, or supply missing Product, or cure defects in another way. The supply of the replacement Product is subject to return of the defective product, unless otherwise instructed by Seller.
Should Purchaser fail to perform quality inspection and report defects within the period of warranty, he shall bear the consequences of such delay, and Seller shall be released from any liability for quality defects.

Article 5 OBLIGATIONS ON PURCHASER'S SIDE REGARDING THE DOCUMENTS ACCOMPANYING THE PRODUCTS

Purchaser has the following obligations concerning the documents accompanying the Product, after reception:

5.1. FINAL DESTINATION OF THE PRODUCT IS IN THE EU, AND THE PLACE OF HANDOVER-TAKEOVER OF THE PRODUCTS IS OUTSIDE THE TERRITORY OF HUNGARY

By each performed delivery, Purchaser shall send back the copy of the Waybill .The Waybill shall be duly signed and stamped by Seller, Purchaser and the Forwarder/Carrier.
Should either the Waybill or the invoice connected to the transport of these products as defined above does not arrive back until the 10th day of the month following the dispatch of the product or anyhow the above declarations are breached, Purchaser acknowledges that Seller has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and also has the right to forward any additional costs and arisen financial responsibilities (also in form of penalties) by issuing a demand letter. Purchaser shall settle the amount of rectifying invoice and demand letter within 8 days from their date of issuance.

II. PAYMENT, INVOICING AND TAX RELATED CONDITIONS

Article 1 APPLICABILITY

1.1. CONTRACT

Payment and invoicing shall be effected on the terms and conditions indicated in the relevant Contract.

1.2. CURRENCY OF INVOICING AND PAYMENT

The currency of invoicing and payment shall be either EUR or USD as indicated in the relevant Contract. Currency of invoicing and payment should be identical.

1.3. ELECTRONIC INVOICING

Based on a separate agreement Parties are free to agree on sending and receiving invoices by electronic means, which separate agreement shall form an attachment of the Contract.

1.4. AUTHORIZATION

MOL GBS Magyarország Kft. („MOL GBS Hungary Ltd”) (address: H-1117 Budapest, Dombóvári str. 28.) is authorized to act in the name of FONTE VIVA in certain financial matters.

Article 2 TERMS OF PAYMENT AND INVOICING

With regards to VAT related contextual requirement of invoicing, Article „Tax Related Conditions" contains further provisions.

2.1. PAYMENT CONDITIONS

In case of full performance of the obligations defined in the contract FONTE VIVA shall be entitled to submit an invoice, which shall be issued within 15 days after performance.
Seller is entitled to issue the invoices according to performances (meaning after the performance of the "Call-Off" or "Order") as defined in the Contract.
If such invoice fully meets the effective legal requirements, Purchaser shall settle the value of the invoice via bank transfer within the period and to the bank account as specified in the relevant

Contract. Purchaser shall pay the full contract price and shall not be entitled to offset against the contract price in any manner.

Purchaser shall transfer the amount to be paid to the bank account of Seller in such a way that the amount shall be credited until the day of the payment deadline. If the last day of the payment deadline is not a working day or is a bank holiday, the payment shall be performed on the last working day before this day.

The Purchaser's payment obligation shall be deemed performed on the day the amount has been credited on Seller's bank account.

Purchaser must indicate the number of the invoice in the narrative field of the transfer certificate. For lack of the above mentioned Seller is entitled to use the amount credited on its bank account first for the settlement of current and due penalty payable by Purchaser then for the default interest debt and the remaining part for Purchaser's principal debt, which is overdue or becomes overdue first. Seller shall inform Purchaser of the debts settled in the above-mentioned way in writing.

2.2. OTHER PROVISIONS RELATED TO PAYMENT

2.2.1. BEARING OF BANK CHARGES

In case the country of the beneficiary is in the European Economic Area the expenses of the sending bank shall be borne by Purchaser, and the expenses charged by any other banks (correspondent or beneficiary) participating in the transaction shall be borne by Seller (defined as „SHA") in the case of all currency.

2.2.2. OVERDUE LIABILITIES

If Purchaser has any matured obligation towards Seller, Seller is entitled to offset the overdue liability of Purchaser against any payment obligations deriving from the contract or other legal relation, and to inform Purchaser thereof simultaneously.

Seller is entitled to use the amount credited on its bank account first for the settlement of the default interest debt of Purchaser and the remaining part for Purchaser's principal debt, which is overdue or is becoming overdue first. Seller informs Purchaser in writing that which debt has been settled by the amount transferred by Purchaser. Seller informs Purchaser regarding which liability of Purchaser was offset by Seller from the amount transferred by Purchaser.

2.2.3. DEFAULT INTEREST

Should the Party having payment obligation under the contract fail to settle any amount due to the other Party at the due date, it is regarded as late payment. For the period of the payment delay, that is from the first day of the delay to the day of actual payment of the amount overdue, the defaulting Party shall pay default interest the rate of which shall be the reference interest rate + 8% p.a..
Reference interest rate is the 1-month interbank rate of the currency of the overdue amount as set out in the payment terms of the relevant contract, quoted on the first working day of the month when the defaulting Party falls in delay, whereas 1-month EURIBOR in case of EUR, or 1-month SOFR in case of USD.

The Party in delay shall pay the accumulated default interest to the other Party in 8 days upon receipt of the demand letter. The default interest shall be calculated by the Parties on the basis of the actual number of days of the delay and considering 360 days per year.
The default interest shall be paid in the same currency as the currency of the overdue amount set out in the payment terms and conditions of the contract.

2.2.4. DEBT ARISING OUT OF CONTRACT CONCLUDED WITH SELLER

In case Purchaser has an outstanding debt against any MOL Group member arising from any contract concluded with it, Seller is entitled to suspend the delivery of Products or the provision of services to Purchaser, or to require the fulfilment of further conditions (provision of securities). In this case Seller is entitled to deliver Products or provide services to Purchaser, if Purchaser certifies that it has paid to the Party concerned the full sum of the countervalue of the Products to be delivered or the services to be rendered by Seller as well as its outstanding debts owed to Seller before starting the deliveries of the Products or rendering services.

Seller shall apply the sum paid by Purchaser to decrease Purchaser's earliest debts.

Purchaser acknowledges that the MOL Group members may change during the effect of the Contract.

Article 3 TAX RELATED PROVISIONS

3.1. GENERAL TAX PROVISIONS

The prices do not include VAT.

For tax purposes, those transactions are deemed general transactions where only two parties are involved in the supply.

For tax purposes Purchaser's declaration specified hereinunder on any facts or circumstances is valid throughout the execution of the contract itself and the normal/usual time required for presentation of documents for such purpose.

3.1.1 SUPPLY OF NON-EXCISE PRODUCTS TO EU MEMBER STATE

Supply of products within the territory of the European Union has to be carried out to an entity with valid EU VAT number.

The delivery of Product within the territory of the European Union qualifies as Intra-Community supply, which is exempt from VAT based on Article 138 of 2006/112 EC Directive on the side of the Seller. VAT is to be declared by Purchaser. Invoices issued by Seller shall meet the provisions of Article 219a-240 of 2006/112/EC Directive. For tax purposes, the invoice shall contain the "VAT Exempt Intra-Community supplies" phrase.

Purchaser declares and guarantees that:

a) Purchaser does not have permanent establishment on the territory of Hungary according to the Council Implementing Regulation EU 282/2011, and
b) in case Purchaser possesses Hungarian tax number or the eventual establishment which Purchaser may establish within the territory of Hungary does not intervene in the supply subject to the Contract, and
c) the destination of the product indicated in the Contract is a place outside the territory of Hungary within another EU Member State, and
d) the supplied product is not subject to further sale-purchase agreements in the territory of Hungary, and
e) In case of change in EU VAT number (including its validity or status) of Purchaser shall inform Seller promptly about this fact.

In case Purchaser fails to inform Seller or Purchaser breaches any of the above declarations, upon acknowledgement, Seller has the right to rectify its invoice charging VAT as regulated by the laws of Hungary and forward any additional costs and arisen financial responsibility (any forms of penalty) by issuing a demand letter. Purchaser shall settle the amount of rectifying invoice and demand letter in 8 days from their date of issuance.

III. LEGAL AND OTHER CONDITIONS

Article 1 APPLICABLE LAW AND ARBITRATION

1.1. LAW

Parties agree that all issues covered by the Contract, including the validity of the Contract, the contractual provisions, declarations, agreements and obligations, shall be governed by the laws of Hungary, and by excluding the conflicting rules of this law. The United Nations Convention of the International Sale of Goods (Vienna 1980) with respect to the supply of Products shall not apply.

1.2. ARBITRATION

Parties agree that all disputes deriving from or in connection with the Contract, its breach, termination, validity or interpretation, shall be exclusively resolved by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry in Budapest, in accordance with its own Rules of Procedure. Parties shall obey to the judgement of the Court of Arbitration. The number of arbitrators is three. The language governing the contract shall be applied during the procedure.

1.3. WAIVER OF SOVERIGN IMMUNITY

To the extent that one or more of the Parties may in any jurisdiction whatsoever claim or permit to be claimed for itself or any of its agencies, instrumentalities, properties or assets, immunity (whether characterised as sovereign or otherwise, or as arising from an act of State or sovereignty) from suit, set-off, interim relief, injunction, enforcement action, execution of any judgment or arbitration award, attachment (whether in aid of execution, before judgment or otherwise) or from other legal process including, without limitation, immunity from service of process and immunity from the jurisdiction of an arbitral tribunal, each such party or parties hereby expressly and irrevocably waives and abandons absolutely to the fullest extent permitted by law any such claim to immunity which it may have now or may subsequently acquire on its behalf or on behalf of its agencies, instrumentalities, properties or assets, including but not limited to its bank accounts (present or subsequently acquired and wherever located).

Article 2 LIABILITY

Neither Party shall be liable for loss of profit, loss of revenue, overhauls, consequential, indirect or special losses or special damages arising out of or in any way connected with the performance of or failure to perform their contractual obligations set-out in this Contract. Except in case when the loss and/or damage is caused by gross negligence or wilful misconduct of a Party, the total liability of either Party related to any claim for direct loss and damages arising out of, connected with, or resulting from the sale, delivery, purchase and use of the Products sold or purchased under this Contract, shall not exceed the amount corresponding to the total final price of the delivery.

Article 3 NON-DISCLOSURE CLAUSE

The Parties agree to keep confidential the existence of and terms and conditions of the Contract, state that each party may disclose the existence and terms and conditions of the Contract pursuant to an order of any court of competent jurisdiction, or as may be required by any applicable law, regulation, or by any governmental or other regulatory authority having jurisdiction over the Parties, or to any of its affiliates, professional advisors, auditors, insurers, finance-accounting, legal, HR, insurance, additional financial or debt collection service providers, or to the assignee in respect of the information necessary for the execution and performance of the assignment agreement in case of assignment of claims arising from the Contract by the FONTE VIVA, or agents and/or brokers or in connection with any dispute or court or arbitration proceedings, furthermore to a third party if the Contract requires the providing a financial security and the information is necessary for the execution and performance of the agreements that are connected to the required security. The confidentiality obligations contained in this Contract shall survive the termination or expiry of this Contract for a period of three years.

Article 4 FORCE MAJEURE

Neither Seller nor Purchaser shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than the obligation to make payment, where such failure or delay is caused by a "Force Majeure Event". For the purposes of this Article, a Force Majeure Event means any circumstance not within a party's reasonable control, which is unforeseeable and not preventable including, without limitation:

a) Acts of God, flood, drought, earthquake or any other natural disaster;
b) Epidemic or pandemic
c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

d) nuclear, chemical or biological contamination or sonic boom;
e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Article, or companies in the same group as that party)
g) interruption to service at any FONTE VIVA facilities, including refineries, caused by breakdown of machinery and/or equipment

The party whose performance is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (“Affected Party”), shall as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 days from its start, give written notice to the other party about the Force Majeure Event and its expected duration.

On the giving of such notice, the affected obligations of the Affected Party under this Contract shall be suspended. For the avoidance of doubt, the reciprocal obligation of the party not affected by Force Majeure, including Seller to make delivery or Purchaser to receive delivery and/or make any associated payments shall be suspended until such time as the Affected Party is able to resume performance of the affected obligations up to a total of 30 (thirty) days. After that time, either party may terminate this contract with respect to such delivery upon written notice to the other party.

Article 5 TERMINATION OF THE CONTRACT

Termination wit notice

Each Party shall have the right to terminate this Contract without cause with a 4-month notice period. The notice period shall start on the date of receiving the termination letter.

Termination without notice

Either Party shall have the right to terminate this Contract by sending a prior notice in writing to the other Party, if the other Party commits a material breach of the GT&C and the Contract obligation and fails to remedy the same within three (3) calendar days after receiving the notice which describes the nature of such breach and demanding that the same be remedied.

Either Party shall have the right to terminate this Contract with immediate effect by sending a prior notice in writing to the other Party, if the other Party:

a) is in bankruptcy, insolvency or other proceedings analogous in nature or effect, are instituted by or against the other Party, the other Party is dissolved or liquidated, whether voluntarily or involuntarily, a receiver or trustee is appointed for all or a substantial part of the other Party’s assets or the other Party makes an assignment for the benefit of creditors;
b) violates its non-disclosure obligations undertaken in the Contract.

Furthermore, Seller shall have the right to terminate this Contract with immediate effect and without liability for indemnification by sending a prior notice in writing to the other Party, if the other Party:

c) materially violates the provisions of the Business Partner Code of Ethics of MOL Group; or
d) violates the provisions of the HSE Regulations applicable within the territory of FONTE VIVA; or
e) statement or behaviour/action of Purchaser damages FONTE VIVA reputation, business trustworthiness; or
f) has a debt outstanding for more than 30 days against any member of MOL Group, the sum of which is at least EUR 1,000 per any member of MOL Group or the aggregate of all its debts outstanding for more than 30 days against the members of MOL Group equals to or exceeds EUR 10,000 (in case any debt is outstanding in a currency other than EUR, such debt has to be converted on the rate of European Central Bank for such exchange / EUR (ECB fixing).

In case of termination, the Parties are obliged to settle all costs incurred until the day of termination. The expiry or termination of this Contract does not affect the payment obligation of Purchaser in relation to the Product already delivered under the Contract and the Parties’ obligation to settle claims. In case of termination of the Contract, the Parties reserve the right to enforce its rights arising from breach of this Contract, including the right of being indemnified.

Article 6 RULES AND REGULATIONS

6.1. GDPR, PROCESSING AND PROTECTION OF PERSONAL DATA

The Parties shall provide for the protection of natural persons with regard to the processing of personal data and the free movement of such data and comply with provisions of Regulation 679 of 2016 repealing Directive 95/46/EC (hereinafter referred to as: General Data Protection Regulation or GDPR), and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.

Pursuant to the provisions of, and during the performance, of the Contract – with reference in particular to the scope of contact data -, the Parties hereto shall proceed as independent controllers, and shall assume exclusive responsibility for their processing activities, and for providing processing related information relevant to the performance of the Contract to their staff and contacts on contractual matters potentially acting on their behalf during the performance of the Contract. The Parties shall process the following contact person data: name, position, e-mail address, fax number, telephone number, and other data required for the performance of the Contract (e.g., times and dates of availability related to performance).

6.1.1. In particular, the purpose of data processing by Seller is:

a) to operate the Contract, manage complaints and settle generated transactions,
b) to provide Contract-related information, newsletters (general marketing messages, information leaflets), other information and invitation to various events (exhibitions, customer forums, etc.),
c) to conduct Purchaser satisfaction survey relating to the Contract (Seller's Products, related services and complaints management).

Further, in respect of processing operations performed by Seller, the contents of Seller's privacy notice, made available by Seller to Purchaser at the time of executing the Contract, shall also be used.. If existing and accessible, Purchaser shall also make its privacy notice available to Seller by the time specified above and cooperate with Seller in view of aligning and harmonising processing operations in order to achieve the purposes defined above. In addition, Purchaser shall inform its contacts on contractual matters and its employees acting on its behalf during the performance of the Contract about the contents of Seller's privacy notice.

Seller shall process personal data exclusively for the processing purposes defined above or specified in its privacy notice made available; however, associated with these purposes processing shall include the use of concerned personal data in all forms required to meet the processing purposes. By executing the Contract, Purchaser shall agree to the contents of Seller's privacy notice.

6.1.2. Seller shall retain the personal data it processes until the achievement of the purpose of processing, observing the data retention periods defined in its privacy notice made available.

6.1.3. The Parties shall confirm that they are in possession of the legal grounds required for transmitting personal data and shall inform the entities concerned about transmitting personal data prior to the execution thereof according to the terms of the above privacy notice. In this context, Purchaser shall expressly acknowledge the right of Seller to use the activities and support (including joint data processing) of its controller and processor partners specified in the privacy notice to perform the particular processing operations.

Upon request by either Party, the other Party shall send the above information together with the data or subsequently to the requesting Party.

The information notice shall include the requirements set out in the GDPR. This information shall be provided to the requesting Party in printed or electronic format in a readily understandable manner and within the shortest timeframe, no later than within 30 days of the date of submission of the request. As for the extension of the time limit, provisions of Article 12 of the GDPR shall apply.

6.1.4. The Parties, their contacts on contractual matters and staff acting on their behalf shall be entitled to enforce their rights and legal remedies related to processing in compliance with the privacy notice and legal provisions referred to above and shall assume their respective liabilities according to the terms set out therein.

6.2. INCOTERMS

All delivery terms mentioned in this GT&C are to be understood according to the INCOTERMS 2020. In case of some product types other INCOTERMS version are used it will be specified in the corresponding Products Specified Contractual Terms and Conditions or delivery contract.

6.3. ACCEPTANCE OF BUSINESS PARTNER CODE OF ETHICS

By the execution of the Contract, the Purchaser certifies that it has reached the Business Partner Code of Ethics of MOL Group on https://molgroup.info/en/sustainability/ethics-and-governance, it has studied and understood what has been stipulated therein and agrees to be subject to the obligations deriving therefrom.

6.4. ACCEPTANCE OF HSE REGULATIONS

The Purchaser undertakes to fully comply with the internal HSE Regulations (working-, fire-, environment protection, traffic etc. rules) effective within the territory of Seller (available on Seller's website https://molgroup.info/en/about-mol-group/supplier

https://molgroup.info/en/about-mol-group/supplier-center/hse-appendix-of-contractscenter/hse-appendix-of-contracts).

By signing the Contract, Purchaser certifies that it has studied and understood what has been stipulated therein and agrees to be subject to the obligations deriving therefrom.

If Purchaser uses a subcontractor, Purchaser undertakes that it strictly makes the subcontractor study and comply with the internal HSE Regulations (working-, fire-, environment protection, traffic etc. rules) effective within the territory of Seller.

Article 7 OTHER CONDITIONS

7.1. NOTIFICATIONS

7.1.1. NOTIFICATIONS BY LETTER WITH CERTIFICATE OF DELIVERY If the Contract prescribes that a legal statement shall be delivered by sending a letter with certificate of delivery and the addressee does not take over such mail with recorded delivery sent to its delivery address defined in the Contract or in lack of this to its registered seat for any reason, the delivery of the mail has to be attempted again. If the repeated delivery proves to be unsuccessful, the mail qualifies as delivered within 5 (five) days from the repeated posting.

7.1.2 NOTIFICATION VIA ELECTRONIC MAILING SYSTEM (e-mail) The Parties agree that they inform each other on the information related to the performance of the contract (including the issuance and acceptance of calls and orders on the basis of the contract) via electronic mailing system.

Contact details of the contact persons during the performance of the Contract of FONTE VIVA and Purchaser are indicated in the Contract.

For lack of confirmation of the receipt, the notifications sent electronically via email by the nominated contact persons shall be considered as delivered after one business day from its sending.

The Parties acknowledge and accept that until proof of its opposite, the notifications, confirmations defined in the contract are sent electronically, by email to FONTE VIVA and Purchaser without authorized signature or other authorization replacing it.

The Parties are not entitled to refer in front of any court or authority to that the emails created pursuant to the provisions of the contract are not in line with the formal requirements of the written documents made in the name of the company, unless it was provably applied with a fraudulent or other unlawful intention.

In case of a dispute regarding the identity of the sender or the content of an email, the sending Party shall prove that the mail was not sent by the person indicated as sender or that it was sent with a content different from the delivered one.

The Parties declare that they consider the email system to be applied secure and appropriate at the time of signing of the contract and also undertake to inform the other Party without delay on the fact or information that the security of the system is threatened. Parties are liable for any damage arising from their late notification.

Parties agree that the electronically sent mail (e-mail) shall be only considered official contact way if it is explicitly allowed by the contract. Parties explicitly set forth that the Contract shall not be terminated by electronically sent mail.

7.2. **REFERENCE** Both parties are entitled to refer to the Contract or their cooperation with the other Party if a third party explicitly requests this during a call for tender, public procurement process or contract negotiations. Without having an explicit written consent from the other Party, Parties only entitled to disclose the existence and the subject of the Contract (with disclosing the volume of Products or services pertaining to the subject matter of the contract) to the third party.

7.3. **SEVERABILITY** If any provision (or part thereof) of this Contract is declared invalid, illegal or unenforceable by a court or arbitral tribunal of competent jurisdiction or becomes invalid, illegal or unenforceable due to either party's compliance with applicable laws, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part thereof shall be deemed deleted. Any modification to or deletion of a provision or part thereof under this clause shall not affect the validity and enforceability of the remainder of this Contract, unless the Parties would not have concluded the Contract without the provision proved to be void or invalid.

7.4. **TRANSFERABILITY/ASSIGNMENT** FONTE VIVA is entitled to transfer/assign the Contract in whole or in part or specific rights, obligations or claims arising from the Contract to a third party, with the prior notice of Purchaser. By signing the Contract, Purchaser irrevocably consents to any such transfer/assignment.

7.5. **SURVIVABILITY** If, for any reason, the Contract shall be terminated then such termination shall be without prejudice to any rights, obligations or liabilities of either party which have accrued at the date of termination but have not been performed or discharged and any parts of the Contract having any reference thereto or bearing thereon shall, notwithstanding the termination of the Contract for any reason, continue in force and effect.

7.6. **FULL AGREEMENT CLAUSE** The Contract constitutes the full agreement between the Parties regarding the subject matter. By concluding the Contract, all prior negotiations made by the Parties either verbally or in writing and respectively all their prior agreements having the same subject matter are hereby repealed. Those customs which the Parties applied before in their business relation and those practices they evolved within each other do not form part of the Contract; nor do any of those customs which are known widely and commonly and are regularly used by Parties of similar contracts in the given business.

7.7. **SIGNING OF CONTRACTS** The Contract may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts, whether signed electronically or by paper means.

7.8. **MODIFICATION** Change of company registration data, including change of company name, registered seat, representative, bank and bank account number, organisation responsible for the conclusion and performance of the Contract and change of contact persons, shall not qualify as amendment of the Contract. Such changes shall, depending on circumstances of the given case, be communicated by the affected Party to the other Party no later than 10 days following the occurrence (registration) of the change.

The Contract concluded in writing may also be amended in writing, in paper form only, unless the Parties agree in the Contract to amend it in electronic form.

7.9. **WAIVER** A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. A single or partial exercise of such right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

7.10. **SANCTION CLAUSE** Parties warrant that the subject of the present Contract, as well as any further transactions between any of the Parties and third parties regarding the subject of the present Contract, furthermore the Parties themselves and their representatives involved in the Contract are not subject to restrictive measures administered by the United States of America, the United Nations Security Council, the European Union, a Member State of the European Union or the United Kingdom (hereinafter referred to as: **Trade Restrictions**). Neither party shall be obliged to perform any obligation required by the Contract (including without limitation an obligation to perform, deliver, accept, sell, purchase, pay or receive money to, from, or through a person or entity), if such performance violates applicable Trade Restrictions.

7.11. **ANTI-CORRUPTION CLAUSE** Seller and Purchaser warrants that, in connection with the Contract under the present GT&C, they will respectively comply with all applicable laws, rules, regulations, decrees and/or official government orders of the European Union and the United States of America relating to anti-bribery and anti-money laundering.

Both, Purchaser and Seller represent, warrant and undertake to the other that they shall not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to:

a) a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
b) an officer or employee of a public international organization;
c) any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
d) any political party or official thereof, or any candidate for political office;
e) any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Purchaser or Seller;
f) or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
g) engage in other acts or transactions.

Appendix	Name of the Appendix
	Directly connect to the Contract
Appendix 1	AGREEMENT FOR ELECTRONIC INVOICING
Appendix 2	FORM OF ORDER

Annex1
AGREEMENT FOR ELECTRONIC INVOICING

As legal representative of invoice issuer ____
(tax number: _____________-_____-______) hereby I declare that for ___________
______________________________________ (tax number: _____________-_____-______)
we will issue our invoices electronically from the date below.
Mandatory data of invoice issuer:

Company data type	Value
Registered name of legal entitiy	
Country of operation (country key)	
ZIP code	
City	
Street	
Street nr.	
Tax nr.	
Company registry nr.	
EU tax number	
E-mail address for electronic invoicing*	
Format of electronic invoice	
Does the invoice include any attachment?	
Format of attachment(s):	

* one e-mail address only

Terms and conditions of successful electronic invoicing:

- **Invoices are only accepted if sent via the registered e-mail address provided in this agreement.**
- **Each and every invoice** needs to be sent in separate e-mails (example: 5 invoices issued the same day means 5 e-mails sent **separately**.
- First attachment of the e-mail **needs to be the invoice**. Further attachment (if any) can also be enclosed.
- The acceptable **PDF-version is 1.4 or higher** (we recommend 1.7).
- We accept **pdf invoices without electronic signature**.
- E-mail address of invoice receiving party is a **technical one only**, not handling any other type of documentation than invoices and attachments. Therefore, **only invoices and attachements may be sent** to this address, **any other kind of mails (netting statement, payment reminder, information letter etc.) will be automatically deleted**.

Main principle of electronic invoices is that those are issued or forwarded electronically only and stored by issuer and receiver electronically.

Official information of Hungarian Tax Authority (NAV) as of 2020.04.16:
Electronic invoice is any kind of invoice containing legally mandatory data issued and received electronically.
According to VAT regulations, invoice is considered as issued once its availability is ensured for the receiver. Therefore, paper-originated invoices shall also be considered as electronic invoices in case they are scanned and electronically sent to the receiver instead of being handled over personally or sent via post. As a consequence, PDF invoices sent as e-mail attachment have to be considered as electronic invoices.

Further info:
(https://nav.gov.hu/ado/afa/Az_elektronikus_szaml20200416).
As an electronic invoice issuer hereby I declare that I am fully aware of legal regulations of electronic billing.
Hereby I declare, that in case of any change in data provided above I send the update to the receiver without delay.
Electronic invoice issuer notes that issuing the invoice the proper way is their own responsibility. In case the e-mail sent to the dedicated e-mail address does not meet the requirements they will receive an error message and invoice will not be processed. In case of any error caused by the issuer a correction has to be done and invoice needs to be resent.
By filling and signing this form both parties agree that they start electronic billing as of the date below.
The email address to which invoices should be sent will be sent upon successful completion of testing.
Date:________________________

__________________________ __________________________

legal representative of Fonte Viva legal representative of Purchaser

Annex 2
FORM OF ORDER
[COMPANY LETTERHEAD]

Framework Agreement Number: [*]
Terms and Conditions set out in the Framework Agreement apply to this Order
Order Number: [*]
Please indicate this Call-Off number ont he delivery note and in your invoice,.
Order Date: [*]

SELLER/CONTRACTOR:		**PURCHASER:**	
		Please issue invoice to:	
Name:		Name:	
Address:		….Address:	
VAT No.:		VAT No.:	
[Other Identification No.:]		….[Other Identification No.:]	
Contact Person: [?]		**Contact Person:**	
Phone No.:		Phone No.:	
		E-mail:	
		Please send invoices to:	
		….Name:	
		….Address:	
		Banking Details:	
		Bank: IBAN Code: Account No.:	

Delivery Term: [DAP] INCOTERMS 2020
Place of Delivery: To be defined
Opening Hours: To be defined

ORDERED GOODS:

Good ID No	Name of Goods	Unit	No. of Ordered Units	Unit Price	Total Price
				GRAND TOTAL:	

Prices stated do not include tax
Certificates /Other documents to be delivered together with Goods:

- [*]
- [*]

This Order is issued electronically and is valid without signature.