

General Terms and Conditions of Sale of SLOVECA, Sasol Slovakia, spol. s r.o.

1. General

- a) All deliveries as part of business transactions are subject strictly and solely to these General Conditions of Sale. Any deviation there from, or any supplement there to, shall have no effect unless specifically confirmed by us in writing. This, in particular, applies to Buyer's own conditions.
- b) Any verbal understanding or any agreement transmitted to us by our agents shall be binding upon us only if, and insofar as specifically confirmed by us in writing. It is understood that latest by accepting delivery of the goods Buyer will have signified its unqualified agreement with these General Conditions of Sale irrespective of whether or not it may have objected thereto previously.

2. Prices

In the event that prices are not given or only with the reservation "current list price", the list prices valid on the day of the order shall apply. This shall not apply for orders with delivery terms of more than 4 months. For these, price adjustments of up to 10 % shall be permissible. Higher price adjustments shall require a new price agreement to be reached. Failing such price agreement Buyer shall be entitled to withdraw from the contract.

3. Invoicing, Payment, Set-off

- a) The legal turnover tax (Value Added Tax) will be added to all our prices at the rate applicable at time of sale.
- b) The weights and measurements taken before the goods leave our works or warehouse shall govern.
- c) Packing costs shall be for Buyer's account. Packing which is returned shall be settled in accordance with the prevailing legislation.
- d) Duties and any other levies payable on the goods, which are legally enforced after the date of sale, shall be for Buyer's account.
- e) Unless otherwise agreed, all invoices shall be due for incoming payment to our bank account on receipt of the goods, at the latest 14 days after date of invoice, net cash without any deductions. Cheques, bills and other means of payment shall only be accepted on account of performance.
- f) Buyer can only set off against uncontested and legal claims.

4. Delivery

- a) Declarations of weights, quality and size are only approximate. Deviations as per DIN are permissible.
- b) Partial shipments are permissible in reasonable quantities as well as excess and short deliveries up to 10 % of the total order quantity.
- c) Recipient shall undertake to inspect the delivered goods on arrival at the destination.
- d) The delivery time shall be considered as approximate inasmuch as no fixed delivery time has been agreed. It has been complied with if the goods have left the works/warehouse at the agreed time or Buyer has been notified that the goods are ready for dispatch.

5. Default

- e) Delivery is subject to undisturbed production at the planned rate and regular supply of the required raw materials under existing supply contracts. Any major disturbance of operations and cases of Force Majeure, including strike and lockout, shall entitle us to suspend delivery and/or terminate our delivery obligation. Price agreements applicable to the quantities affected by any such contingency shall apply to the first equivalent quantities to be delivered after termination of contingency. There shall be no pricing during the period of contingency.
- f) In the event that delivery is hindered by any such contingency over a period of more than six months and we do not exercise our right to waive our delivery obligation, then Buyer upon giving us notice reasonably in advance shall have the right, exclusive of any further claims, to refuse to take delivery of any purchased quantity so affected unless we offer a reasonable substitute arrangement.
- g) In the event of our default the Buyer shall be entitled to withdraw

from the contract only after having granted us an appropriate grace period for the performance of our obligations by registered post/advice of delivery together with the irrevocable declaration, that after the expiration of such period Buyer will not accept our performance and if we fail to perform our obligation within such period. Except as provided in paragraph 8 hereinafter, no further claims, in particular, claims for damages of any type can be asserted by the Buyer.

- h) The requirement of granting a grace period with declaration of reject according to sub-section c) above shall also apply where a firm delivery period or date is agreed.
- i) All risks arising during transport of the goods to be borne by Buyer.

6. Claims

- a) For warranty purposes, Buyer shall notify us of any claims in respect of the delivered goods not later than ten days after receipt of such goods, any latent defects to be reported to us promptly upon discovery but not later than eight weeks after receipt of the goods.
- b) In the event of proved defects, replacement will be supplied free of charge upon return of the rejected goods. In the event of our default the Buyer shall be entitled to withdraw from the contract or reduce the price only after having granted us an appropriate grace period for the supply of replacement by registered post/advice of delivery together with the irrevocable declaration, that after the expiration of such period Buyer will not accept the supply of replacement and if within such period we fail to supply replacement.
- c) Except as provided in paragraph 8 hereinafter, no further claims, in particular, claims for damages of any type can be asserted.
- d) Warranties are deemed to be expressed only if such warranties are confirmed by us explicitly in writing using the term "warranty". Without such specific confirmation, specifications such as may be contained in catalogues, quality data sheets, quality certificates, analysis certificates, etc., shall not be deemed to be expressed warranties in the legal sense.
- e) No warranty claims may be asserted later than twelve months from effected delivery and acceptance thereof.

7. Limitation of Liability

- a) Buyer can assert a claim for damages instead of performance only after having granted us an appropriate grace period for the performance of our obligations or the supply of replacement by registered post/advice of delivery together with the irrevocable declaration, that after the expiration of such period Buyer will not accept the performance or the supply of replacement and if we fail to perform or supply replacement within such period.
- b) We shall not be liable for any damage whatsoever, such as, but not limited to, any damage caused by tort or caused other than to the delivered goods – unless there is evidence of intent or gross negligence on the part of our company's management or its senior employees or injury to life, health or personal injury or a breach of main duties or an expressed warranty on part of our company. Except for intent and an expressed warranty, claims for damages shall in any event be limited to the foreseeable damage.
- c) Except for intent and an expressed warranty, liability with respect to loss of profit is ruled out.
- d) Except for intent and an expressed warranty, liability with respect to other pecuniary damages is ruled out.
- e) The provision according to sub-sections a) to d) above also applies to be benefit of all our employees.
- f) The limitation of liability according to sub-sections a) to e) above does not apply to personal damage or damage to goods used privately according to the law of product liability.
- g) With regard to the relationship between Buyer and us, it is the Buyer's obligation to monitor products we delivered after placing them on the market and react to all dangers or exposures to danger. Buyer shall have the obligation to inform us immediately about all defects, problems and/or dangers in connection with the products we delivered. To the extent that a breach of such duty causes

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damages or infringements, Buyer is liable exclusively.

8. Title

- a) We retain title to delivered goods until payment has been made in full by Buyer of all amounts arising from the business connection.
- b) Buyer is obliged to keep the said goods safe and shall insure them sufficiently at his expense against loss and damage. Buyer shall assign his claims from the insurance contracts to us in advance.
- c) In the event that circumstances become known to us which would appear to jeopardize the fulfillment of our claims, we shall be entitled to have the delivered goods returned to us.
- d) Reclaiming the goods due to the retention of title shall be possible for us even without withdrawing from the contract.
- e) As long as Buyer fulfils his obligations towards us in an orderly manner, he shall be entitled to dispose of said goods as in ordinary course of business. Buyer shall assign to us all claims arising from the resale of said goods including any ancillary rights. At our request Buyer shall advise his costumers that the goods have been assigned to us and on request to leave us with necessary information and other documents to enable us to assert our rights. Once the value of the securities furnished to us exceeds our total claim by 20 %, we shall be obligated to release such excess securities respectively.
- f) Buyer shall not be entitled to assign, transfer or pledge securities as regards the delivered goods.

9. Times of Payment

In the granting of terms of payments all outstanding accounts must at all times be covered by an appropriate line of credit of a renowned credit insurer or equivalent securities. Should the credit insurer reduce the granted line of credit, or should the outstanding accounts exceed the line of credit, SLOVECA, Sasol Slovakia, spol. s r.o. shall, as far as non-covered receivables are concerned, reserve the right to carry out deliveries only against prepayment. This shall also apply in the case of equivalent securities. The purchaser cannot derive any rights from any business practice previously exercised between the contractual partners which may be contrary to the aforementioned.

10. Compliance with Legal Requirements

- a) Unless specifically agreed otherwise between the Parties, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.
- b) The Parties shall comply with all applicable laws and regulations in the performance of the contract, including relevant anti-bribery and anti-corruption provisions ("ABAC laws"), applicable trade, economic or financial sanctions provisions ("Sanctions") and applicable human rights provisions and competition laws.
- c) Each party represents and warrants that it and its affiliates, neither directly nor indirectly through any other person or entity, have made, offered or authorised any payment, gift, promise or other benefit to any employee of the other party or any public official in violation of applicable anti-corruption provisions and will not do so in the future. Each party agrees to maintain adequate internal controls and to keep accurate and complete records evidencing payments due and all transactions under the contract. Either party shall have the right to terminate the contract with immediate effect if there are reasonable grounds to suspect a violation of applicable ABAC laws by the other party. Each party (the "Indemnifying Party") shall indemnify and hold the other party harmless from and against any and all liability, third party claims and losses arising from any alleged or actual breach by the Indemnifying Party of any applicable ABAC laws.
- d) Each Party declares that it is familiar with the relevant Sanctions and confirms that it has implemented and maintains measures and procedures to ensure compliance with its obligations under the applicable Sanctions by it, its respective directors, officers, employees and agents, its subcontractors, suppliers and customers, and its controlled subsidiaries. Neither Party shall be obliged to perform any obligations required

by the contract if it would violate, or be inconsistent with, or expose such Party to, punitive measures under laws and regulations applicable to it relating to Sanctions imposed by the European Union, United Kingdom, United States, or United Nations. Either Party shall be entitled, without any liability for damages, to terminate the contract with immediate effect or suspend its performance if the performance of the contract is in any way restricted or prohibited by sanctions. To the extent permitted by law, the customer shall ensure that the product is not sold to an entity or person that is subject to sanctions imposed by the United States, United Kingdom, European Union or United Nations, and that the product will not be transported through, and has no destination in, a country that is subject to those sanctions.

- e) Each Party represents that it is familiar with and will ensure compliance with all applicable laws concerning the prohibition of slavery and slavery-like practices including child labour and forced labour, and the infringement of other internationally recognised human rights. Any breach or suspected breach of this representation by a Party (the "Defaulting Party") or by any of its affiliates, contractors, or agents acting on its behalf in connection with the contract entitles the other Party (the "Non-Defaulting Party") on written notice to the Defaulting Party, to suspend its obligations in terms of the contract and/or terminate the contract, with immediate effect, without any liability of the Non-Defaulting Party.

11. Personal Data Protection

- a) „Personal data“ means any information relating to an identified or identifiable natural person, in particular in reference to an identifier such as a name, an identification number, location data, an online identifier, or a reference to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. If one Party shares any personal data with the other Party, that other Party is required to process such personal data in accordance with relevant legislation, including General Data Protection Regulation (Regulation EU 2016/676 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as „GDPR“)), Laws, regulations, guidelines and standards, always in their valid and effective version.
- b) The Contracting Party is required to ensure that all appropriate preventive measures are taken to ensure security and to prevent the damage, loss or destruction of personal data. If the personal data of a Contracting Party becomes available to an unauthorized person or an unauthorized person obtain such personal data, the other Party shall immediately notify the Contracting Party concerned of the unauthorized access and cooperate with the Party concerned in the course of any action to mitigate the consequences of the loss or unauthorized access to personal data. In specified cases, a Party is required to take all appropriate measures to ensure that all its representatives, business partners and subcontractors act in accordance with this provision in any processing of personal data that is part of the contract. This provision applies if a Contracting Party is subject to obligations under GDPR.

12. Place of Performance, Applicable Law, Jurisdiction

- c) The place of performance for our deliveries, including those for which carriage is paid, shall be our plant in Nováky and/or the dispatch warehouse. The place of performance for Buyer's obligation to pay is Bratislava.
- d) The contract is subject to the laws of the Slovak republic. The rules of conflict of laws and UN Sales Law are not applicable.
- e) Place of jurisdiction is the competent court for the domicile of SLOVECA, Sasol Slovakia, spol. s r.o.

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