

**General Terms and Conditions of Sales and Deliveries (Mineral Oil Products)**

**Version: 01/November 2018**

**I. Applicability**

- (1) These General Terms and Conditions for Sales and Deliveries (hereinafter “GTC”) shall apply to the sale and the delivery of mineral oil products including sulphur, sodium sulphate and petroleum coke (hereinafter “Goods”), but not to the sale and delivery of Jet A-1. The General Terms and Conditions for Sales and Deliveries (Jet A-1) shall apply to the sale and delivery of Jet A-1.
- (2) Any deviating or contradicting terms and conditions shall not be recognised by us unless as we have explicitly agreed thereto in writing. These GTC shall also apply to all future business transactions between the Parties as well as in cases in which we, being aware of deviating or contradicting terms and conditions, effect delivery without reservation. Our GTC shall be deemed to have been accepted at latest at the time of the receipt of the Goods, even if the Customer has referred to its own terms and conditions at the time of the conclusion of the contract.
- (3) These GTC apply only towards corporations (Section 14 BGB (German Civil Code)), legal entities of public law or special public law funds as defined in Section 310 Para. 1 BGB.
- (4) Our offers are non-binding. They are an invitation to the Customer to make us a binding contract offer.
- (5) The contract is concluded by way of an order placed by the Customer (Offer) and the acceptance thereof by us. Our acceptance shall be effected in writing or by the sending of the ordered Goods.

**II. Consultancy**

As long as we perform consultancy services relating to the Goods these shall be performed to the best of our knowledge and shall not relieve the customer from conducting his own inspection/examination.

**III. Delivery**

- (1) Our delivery shall be effected, as long as nothing to the contrary has been agreed, “Ex Works” (agreed point of delivery) (Incoterms 2010).
- (2) Should we undertake the shipping we will determine, thereby taking the appropriate interests of the Customer known to us into account, the transportation type, route and means. We will only cover the delivery by way of a transportation insurance at the explicit wish of the Customer; the costs of this transportation insurance shall be borne by the Customer.

- (3) The risk of accidental loss and accidental deterioration of the Goods shall be transferred to the Customer at the time of the handing over of the Goods to the transport company or, in the case of collection by the Customer, when the Goods are prepared for collection, but at the very latest upon departure from the factory (refinery) or warehouse. Should the shipment of the Goods be delayed at the request of the Customer the risk shall be transferred to the Customer at the time of the notification of the readiness of the Goods for shipping.
- (4) Should the Customer default on acceptance we shall be entitled to store the quantities concerned at the risk and costs of the Customer and to invoice them including all additional costs (e.g. rent, demurrage or stand charge) as delivered. We shall furthermore have the right to rescind the contract and/or demand compensation. It shall also be deemed default should the Customer fail to submit an orderly and timely nomination for the batch of the following delivery month. Should the means of transport not be nominated in time the delay shall be charged to the Customer.
- (5) Insofar as we deliver the Goods to the Customer the following shall apply; we shall be liable for adherence to delivery deadlines only if we have given our explicit and written assurance.
- (6) Partial deliveries to an extent that is reasonable for the Customer are permitted.

**IV. Acceptance and Usage of the Goods**

- (1) When accepting the Goods the Customer shall be exclusively responsible for the suitability and correctness (e.g. tightness, filling capacities, statutory and official regulations, transport papers) of the means of transport to be filled (in particular tanker trucks, ships or rail carriages). Whilst the means of transport is being filled the Seller will supervise correctness in accordance with Sentence 1 of this Para. (1).
- (2) When collecting the Goods the Customer shall bear the responsibility for adherence to instructions and local regulations at the place of collection
- (3) Losses that are incurred because the correctness according to Para. (1) Sentence 1 of this Section IV, or the capacity or amount to be filled have been provided imprecisely by the Customer as well as losses that result from pollution and/or mixing inside containers provided by the Customer or its recipients (e.g. tank, truck or ship) or from non-adherence to this Section IV are to be borne by the Customer. Any measures that might be initiated by us

**General Terms and Conditions of Sales and Deliveries (Mineral Oil Products)**

**Version: 01/November 2018**

in such cases shall not constitute any recognition of any legal obligations or waiving of our claims towards the Customer.

- (4) From the time of the transfer of risk the Customer shall bear the responsibility for adherence to all statutory regulations to be heeded in connection with the storage, handling and transportation (e.g. according to the Federal Water Resource Act, Emission Control Act and Waste Disposal Act, Ordinance on Hazardous Substances, Ordinance on the Transport of Dangerous Goods (GGVS), Ordinance on Inflammable Liquids (VbF), Technical Rules for Inflammable Liquids (TRbF) and Regulation on Facilities for Discharge of Substances Hazardous Water (AwSV)).
- (5) We are entitled but not obliged to review the adherence to all regulations on the part of the Customer or its sub-contractors and/or vicarious agents and, in the event of serious violations, to refuse to undertake the delivery (including future deliveries) till the moment of full cessation of such violation. In this case the Customer is in default of acceptance.
- (6) The Customer shall indemnify us from all damages, costs, expenditure and claims that may arise from or in connection with any leakage, an accident or emergency incurred after the time of the transfer of risk or due to a violation of to the Customer's obligations contained in this GTC, inter alia according to Paras. (1) to (3) of this Section IV. This shall not apply inasmuch as said damage costs, expenditure and claims are caused entirely or partially due to our fault or the breakdown or malfunctioning of one of our facilities.
- (7)
  - a) The Customer guarantees that neither it nor its customers violate any fiscal and / or disposal provisions that are to be heeded when delivering tax-free or tax-favoured goods in connection with the delivery thereof on the basis of a permit of the Customer or a general permit. The Customer is obliged to inform us immediately about any change regarding the validity of the permit. The Customer is as well obliged to indemnify us in full upon first demand from all excise duty that will be levied due to a change of the validity of the permit. The obligation to indemnify includes as well any VAT on excise duty and all charges accessory to taxes.
  - b) When dispatching energy products in the context of the tax suspension procedure the Customer shall be required to heed the currently valid procedural rules and deadlines under the energy laws. Should the Customer, with regard to the dispatch of energy products in the context of the tax suspension procedure, alter the destination

or should it split the Goods it shall be required to inform us hereof without delay. In such cases the Customer shall ensure that the fiscal dispatcher receives all necessary information in good time so that the tax suspension procedure can be brought to an orderly conclusion. This also applies to changes to the destination or splitting of goods undertaken by a customer of the Customer during transportation under tax suspension.

c) In the event of VAT-free deliveries (collection case) in all loading points in the European Union the Customer guarantees that the Goods will be taken to a member state of the European Union other than that in which the loading point is situated. In case of such an intra-community supply the Customer will without any particular request provide us with the entry certificate.

- (8) Should the Customer acquire the Goods for its own use it may not forward or sell them on to any third parties.

**V. Prices, Payments**

- (1) As long as nothing to the contrary has been agreed our prices are net prices and to be understood as being "Ex Works" (agreed point of delivery) (Incoterms 2010). VAT or any other taxes, charges and fees (e.g. Energy Tax, Customs, Petroleum Stockholding Charge, inter alia), that occur or become due after the transfer of risk are to be borne by the Customer. Should these be incurred by us we will charge them to the Customer together with the purchasing price. The invoice will be issued in Euros.
- (2) We reserve the right to increase our prices accordingly should, subsequent to the conclusion of the contract, cost increases be incurred for reasons for which we do not bear the responsibility, in particular the imposition of public charges on the Goods, an increase in the statutory charges upon which the prices agreement has been based or of the additional costs settled together with the price or an increase in the costs for loading and dispatch. The apportionment of public charges to the purchasing price shall be effected as a lump sum. Should the freight costs included in the calculation be based upon a minimum quantities tariff any freight differences resulting from failure to attain the agreed quantity are to be borne by the Customer
- (3) Payments become due with receipt of the Goods or according to the agreed payment period. The due sum must be unrestrictedly available to us on its due date on the bank account nominated by us.

**General Terms and Conditions of Sales and Deliveries (Mineral Oil Products)**

**Version: 01/November 2018**

**VI. Claims resulting from Defects**

- (1) The Customer is obliged to inspect the Goods immediately after receipt (Section 377 HGB (Commercial Code)). The Customer shall notify the transport company directly, with a copy to us, of any objections due to transport damage immediately after delivery and to draw up a record of the damage together with the transport company. The handing over of quality or analyses certificates shall not release the Customer from its duty to implement an incoming Goods inspection. The Customer shall notify us of any visible damage not due to the transport within 5 working days after receipt of the Goods thereby precisely describing the reported defects. Hidden defects are to be reported immediately after their discovery.
- (2) The documents that are a part of our offer such as product descriptions and details of weights represent merely a quality agreement and do not constitute a guarantee of those qualities. All sample and analysis data merely represent non-binding indications of the average qualities of the Goods, unless a particular quality had been agreed explicitly and in writing. No claims for defects may be asserted in the event of merely insignificant deviations from the agreed quality, only insignificant defects of usability, standard permissible and technically unavoidable fluctuations in the qualities and appearance of the Goods or defects caused by unclean means of transport and containers provided by the Customer or any other defective qualities said containers might have or which are incurred as a result of incorrect or negligent handling subsequent to the transfer of risk or due to particular external influences that are not foreseen under the contract.
- (3) The Customer is required to take representative samples of those Goods that it considers to be deficient and place them to our disposal/ provide them to us immediately on our demand. Should the Customer assert any claim due to defected delivery, it shall permit and enable us to take further samples and implement any tests that we might consider necessary.
- (4) In the event of defected deliveries we may initially effect at our discretion subsequent delivery or subsequent improvement (Subsequent Performance).
- (5) We reserve the right to undertake two attempts at Subsequent Performance. Should Subsequent Performance be unsuccessful or unreasonable for the Customer, the latter may either rescind the contract or demand a reduction in the price. Regarding claims to compensation and the refunding of futile expenditures due to a defect, Section X below applies.

- (6) Claims of the Customer due to expenditure necessary for the purpose of Subsequent Performance, in particular transport, road, labour and material costs, are excluded inasmuch as the expenditure should increase because the Goods have subsequently been removed to a location other than the one known to us, unless this relocation accords with its intended use.
- (7) A statute of limitations of one (1) year from the time of delivery shall apply to claims based upon material defects. This period shall be replaced by the statutory provisions should we have deliberately concealed the defect or assumed a guarantee.

**VII. Title Retention**

- (1) We retain title to the Goods delivered in all cases until such time as the price has been paid in full.
- (2) Should the Customer have paid the purchasing price for the Goods delivered we are still entitled to further claims resulting from our business relationship with the Customer, we retain as well title to the Goods delivered until such time as all obligations including any open account balance to the detriment of the Customer have been settled in full.
- (3) Should the Customer process the Goods delivered we shall be deemed a manufacturer and acquire direct title to the newly created good. Should the processing take place together with other materials we shall acquire direct co-ownership to the new goods in the ratio of the invoice value of the Goods delivered by us to that of the other materials.
- (4) Should the Goods delivered by us be combined or mixed with other materials in such a way that the other material is to be regarded as the main item it is deemed agreed that co-ownership of the main item shall be assigned to us in the ratio of the invoice value of the Goods delivered by us to the invoice value of the main item or its market value, should no invoice value be available.
- (5) The Customer may dispose of the Goods delivered by us in its normal course of business provided it complies with its obligations arising from the business relationship punctually. It assigns all claims arising from the sale of the Goods to which we hold title to us already at the time of the conclusion of the contract with us. Should we have acquired co-ownership in the event of processing, combining or mixing, the assignment shall be proportionate to the value of the Goods delivered by us under title retention to the value of the goods subject to the title retention of third parties. The Customer assigns recognised

## **General Terms and Conditions of Sales and Deliveries (Mineral Oil Products)**

**Version: 01/November 2018**

balance demands from current account agreements with its customers to us at the time of the conclusion of the contract with us up to the amount of our then still open claims.

- (6) The Customer shall provide us upon demand with all necessary information pertaining to the stocks of goods subject to the title retention and of the receivables assigned to us. It is furthermore required, upon demand, to label all goods under our ownership as such and to inform its customers of the assignment.

### **VIII. Payment Default, Collateral**

- (1) Should the Customer violate its payment obligations according to Section V, we are entitled:
- In the event of default of payment for the first time, to demand the return of our Goods delivered subject to the title retention and/or to cease further deliveries from the contract. In this case the Customer may demand the renewed delivery of the returned goods or further deliveries from the contract only after full settlement of the open payments from the contract. The outstanding/default payments shall be done not later than 45 calendar days after the due date or within the reasonable period of time stated in our default notice.
  - In the event of non-compliance with the requirements of Lit. a) Sentence 3 of this Para. 1 or repeated default on payment (more than one payment default), to demand the return of our Goods delivered subject to the title retention and/or to cease all further deliveries from all contracts. In this case the Customer may only demand renewed delivery of the returned goods or further deliveries from all contracts only after full payment of all open claims. We may furthermore make the renewed delivery of the returned goods and further deliveries dependent upon advance payments or the provision of collateral in an appropriate amount. Para. (3) of this Section VIII shall apply correspondingly.

The taking back by us of goods subject to the title retention shall not constitute rescission of the contract.

- (2) Should any circumstances become known that represent grounds for justifiable and considerable doubts concerning the solvency or creditworthiness of the Customer such as for example discontinuation of profit transfer and controlling agreement, significant deterioration of its financial situation etc., we are entitled to demand advance

payments or collateral (e.g. a bank guarantee) and to revoke any payment terms granted. Inasmuch and in as far as the indications should discontinue we shall release the collateral again to the appropriate extent.

Should the value of the collateral, incl. any securities in accordance with Section VII (Title Retention) exceed our receivables by more than 10 %, we are in this respect obliged to release the collateral at the demand of the Customer. The realisable value or nominal value of the receivables shall be decisive for the valuation of the securities.

- (3) Should the Customer not comply with the requirements of Para. (1) b) and (2) of this Section VIII within the reasonable period of time set by us for payment or provision of collateral we shall be entitled to rescind all (affected) contracts.
- (4) Any other statutory entitlements we might hold, e.g., to compensation, default interest etc., shall not be affected hereby.

### **IX. Force Majeure**

- (1) Should events of Force Majeure make the delivery or any other performance significantly more difficult the Parties have a right to cease the delivery or other performance completely or partially for the duration of the hindrance. This shall not apply to the obligation to pay the purchasing price. The entitlement to the counter performance shall lapse accordingly. Neither are we in such an eventuality obliged to procure the goods from third parties. Agreed deadlines shall be prolonged by the duration of the disruption. The Party respectively affected by the disruption shall inform the other Party immediately.
- (2) In the event of hindrances lasting more than one week we shall be entitled to restrict the deliveries or other performance - also regionally - and to distribute the available quantities at our own reasonable discretion among several Customers.
- (3) Should the Force Majeure persist for longer than 3 months, both Parties shall be entitled to terminate the contract extraordinarily.
- (4) As circumstances of Force Majeure within the meaning of the previous paragraph shall be deemed those, the origin of which does not lie within the sphere of influence of that Party that is claiming Force Majeure and for which that Party does not bear the responsibility, in particular war or warlike conditions, boycotts, strikes, upris-

**General Terms and Conditions of Sales and Deliveries (Mineral Oil Products)**  
**Version: 01/November 2018**

ings, sabotage, natural disasters, power outage, explosions, lockouts, disruptions to EDV systems, complete or partial cessation or restriction of production, inasmuch as this could not have been avoided by the taking of reasonable measures, restricting measures of any nature whatsoever taken by governments and/or authorities, embargoes, blockage of the normal shipping routes or any other obstacles to transportation, disruptions or impediments to the import of raw materials or products with respect to an existing or potential source of supply, determination of a supply crisis by the International Energy Agency as well as measures restricting distributions and consumption that are taken voluntarily or imposed in connection with the implementation of the “International Energy Programme” or the Energy Security Act or related regulations. The circumstances named in Sentence 1 of this Paragraph (4) that occur at our own suppliers or sub-suppliers shall also be deemed events of Force Majeure.

**X. Liability**

- (1) We shall be liable for compensation in cases of wilful intent and gross negligence. In cases of minor negligence we shall, subject to a more lenient criterion for liability according to statutory regulations, only be liable
  - a) for losses resulting from causation of harm to life, health or personal injury,
  - b) for losses resulting from a not insignificant violation of a material contractual obligation (an obligation the fulfilment of which makes the orderly implementation of the contract possible in the first place and upon the compliance with which the contractual partner regularly places its trust and is entitled to place its trust).

In cases of gross negligence and breach of a material contractual obligation our liability is, however, restricted to the replacement of predictable typically occurring damage(s).

- (2) The limitations of liability deriving from Para. (1) of this Section X also apply in the event of breaches of duty committed by or on behalf of persons whose fault is to be attributed to us. They shall not apply inasmuch as we have fraudulently concealed a defect, assumed a guarantee for the properties of the Goods or for claims the Customer might hold under the Product Liability Act (ProdHaftG).
- (3) A statute of limitations of one (1) year has been agreed for compensation claims regardless of the legal basis. Claims for compensation based upon wilful intent and

gross negligence, losses resulting from causation of harm to life, health or personal injury and according to the Product Liability Act fall exclusively under the statutory limitation period.

**XI. Offsetting, Retention**

- (1) We shall be entitled to offsetting and retention to the full extent permitted by law. Offsetting and retention on the part of the Customer shall only be permissible if due counterclaims are either undisputed or have been established by final court decision.
- (2) The Parties shall only be entitled to transfer the contract or individual claims if they have the prior consent of the other contractual partner. This consent may not be unreasonably withheld.

**XII. Compliance**

- (1) The Customer is obliged to inform every person who handles or uses the Goods or has access to the Goods or to whom the Customer sells the Goods (completely or partially) of the warnings, information or suggestions that are to be found in our product data or safety data sheets or in any other documents or are printed on the packet or which are referred to in any such materials. The Customer shall comply with these warnings, information and suggestions and ensure they are adhered to by the persons referred to in the above. The Customer shall furthermore heed all obligations in the laws of those countries in which the Goods are sold or handled regarding health, security and the environment or ensure that they are heeded.
- (2) We adhere to the ethical values and principles which are stipulated in the Rosneft Code of Conduct. These include in particular adherence to the applicable statutory regulations, the consideration of fundamental international standards, environment protection and safety at work, respect of human rights and the rules of free competition and the rejection of all forms of corruption, whether public or private, active or passive, and the avoidance of conflicts of interests. The customer affirms that it follows the same compliance values and principles.

**XIII. Choice of Law, Court of Jurisdiction**

- (1) This contract shall be subject to the law of the Federal Republic of Germany (under exclusion of the UN convention on the international sale of goods and the regulations of international private law).

**General Terms and Conditions of Sales and Deliveries (Mineral Oil Products)**  
**Version: 01/November 2018**

- (2) The exclusive court of jurisdiction for all disputes arising from or in connection with the contract is Berlin.

**XIV. Miscellaneous**

- (1) The place of fulfilment for our deliveries is the respective dispatch point; otherwise the head office of Rosneft Deutschland GmbH.
- (2) Should any individual provisions of the contract with the Customer, including these General Terms and Conditions, be or become wholly or partially invalid this shall not affect the validity of the remaining provisions. The Parties shall replace the wholly or partially invalid regulations by an effective regulation that comes as close as possible to the economically desired purpose. This also applies to any contractual loopholes.
- (3) No side agreements to this contract have been concluded. Any amendments and supplements shall require the written form in order to become legally effective. This shall also apply to the waiving of this written form requirement.