

# General Conditions of Purchase of OMV Petrom Group

Unless otherwise agreed upon in writing, all orders placed by the OMV Petrom Group Companies (hereinafter referred to as "**Company**") are subject to these General Conditions of Purchase, which form an integral part of the agreements with its contractors (hereinafter referred to as "**Contractor**").

Group Company means OMV Petrom S.A. and any affiliate or subsidiary, in which OMV Petrom S.A. holds a direct or indirect interest.

The terms defined under these General Conditions of Purchase shall be also applicable to the Purchase Contract and / or Purchase Order concluded with the Contractor, unless the respective documents provide otherwise.

The terms defined under the Purchase Contract and / or Purchase Order shall have the same meaning in case they are also used in these General Conditions of Purchase.

Provisions stipulated in the above-mentioned documents shall always prevail over these General Conditions of Purchase in case of conflict or discrepancy.

## 1. INQUIRIES AND CONCLUSION OF CONTRACTS

### 1.1 Inquiries

Inquiries by Company do not represent negotiations and are not part of a negotiation process under art. 1182 and the following of the New Civil Code and are made without obligation and do not bind Company to pay, on whatever legal basis, any consideration or any costs for a subsequent offer. Inquiries by Company are mere invitations to prospective Contractors to submit offers to Company.

### 1.2 Offers

Offers by Contractor shall be in writing and shall make explicit reference to Company's inquiry and show the inquiry numbers given on the heading of the inquiry. Offers that omit any part of these General Conditions of Purchase or make reference to other general conditions are not accepted by Company. Any statements by Company in response to such offers shall in no way be construed as an acceptance of other general conditions.

### 1.3 Completeness of offer. Duty to notify on information given by Company

By submitting its offer, Contractor irrevocably declares that all given information is correct and complete and that all conditions (including those requested by Company or required by law) for the proper delivery of its Goods and/or rendering of Services are met.

If Contractor deems information given by Company to be unclear or incorrect, Contractor shall promptly, but not later than within one (1) week from their receipt and prior to submitting its offer, notify Company of any specific concerns and provide suggestions how to resolve the issue. Later notifications by Contractor with respect to the tender documents/request for offer cannot be considered.

Unless otherwise agreed in writing, Contractor's offer shall include all materials, equipment, ancillary services, as well as all the necessary labor, covered by Company's inquiry, in particular in accordance with its technical documents which are necessary for the complete performance.

#### **1.4 Acceptance of offers**

Offers of Contractor not expressly specifying a period of acceptance shall be binding for the Contractor and may be accepted by Company within twelve (12) weeks upon receipt by Company.

The acceptance of an offer and thereby the contract becomes effective at the earliest of the signing date of the Purchase Contract or at the moment Contractor demonstrably receives Company's written declaration of acceptance ("**Purchase Order**"). Contractor shall confirm receipt of the Purchase Order in writing without delay.

### **2. CANCELATION OR MODIFICATION OF CONTRACT**

Considering the professional capacity of the Contractor, the Contractor cannot cancel and waives its right to modify the contract for reason of an unpardonable error, including calculation errors.

### **3. AMENDMENTS TO THE CONTRACT**

Any amendments to the contract shall be effective only if made by a written additional act signed by the duly authorized representatives of the parties.

### **4. TIME OF PERFORMANCE**

Contractor acknowledges that compliance with the agreed dates and deadlines is a fundamental contractual obligation of Contractor. These dates and deadlines are set exclusively in favor of the Company. Any delivery of Goods and/or rendering of Services by Contractor ahead of schedule shall be subject to the Company's prior written consent, otherwise the acceptance of delivery or service by Company shall not constitute an acceptance as performance (no performance of contract).

Contractor shall notify Company without delay of any expected or actual delay of performance and intelligibly specify the circumstances of such delay. Such notice shall relieve Contractor from liability for damages only if such delay has been demonstrably caused by Company's fault or by Force Majeure.

### **5. NO ASSIGNMENT TO THIRD PARTIES. SUBCONTRACTING**

Without Company's prior written consent, Contractor shall not, in whole or in part, assign or subcontract the contract to third parties. When obtaining such Company's consent, Contractor shall disclose to Company all subcontractors it intends to use.

### **6. COMPANY'S RIGHT TO TRANSFER THE CONTRACT WITHIN PETROM GROUP**

Company shall be entitled to assign or in any way transfer the contract to any Group Company at any time. Company and its transferee shall be jointly liable for Contractor's contractual claims, in particular Contractor's claims for consideration. The Contractor

expressly consents as of the conclusion of the contract with the Company the assignment or transfer of the contract to any of the Company's affiliates at any time.

## **7. TERMINATION OF CONTRACT**

### **7.1 Breach of essential contractual obligations**

In case of any material breach of an Essential Obligation of the General Conditions of Purchase and / or Purchase Contract and / or Purchase Order by Contractor, Company reserves the right to terminate, in whole or in part, and exclusively based on the simple failure of the Contractor to fulfil the respective obligation, the contract with immediate effect and without the need for any other prior formality (e.g. delay notification – *punere in intarziere* - or grace period) or court intervention.

Any other breach of any provisions of the contract by Contractor entitles Company to terminate the contract, in whole or in part, without any other formality than by giving Contractor an appropriate grace period to remedy the breach. Such termination shall become effective if Contractor is still in default after the expiry of such grace period.

Company's right to claim damages for non-performance shall not be affected by such termination. Company may, at its discretion, (i) accept goods or services that do not conform to the contract (e.g. incomplete, delayed, defective) and subsequently raise warranty claims and/or other claims for damages, (ii) ask for the immediate replacement/ remediation of the goods or services that do not conform to the contract, on the Contractor's charge, and subsequently raise other claims for damages or (iii) rescind the contract without needing to satisfy any other condition and claim damages for non-performance.

### **7.2 Other termination reasons**

Company may terminate the contract, in whole or in part, by notice in the event of the following occurrences:

(a) With immediate effect, in the event that Contractor becomes unauthorized or unqualified to conduct its business or becomes bankrupt or if insolvency procedure is initiated against Contractor (termination due to insolvency may be subject to restrictions imposed by mandatory national insolvency law).

(b) Within thirty (30) days after receipt by Contractor of a notice of termination issued by Company (*Rom: denuntare unilaterala*);

(c) Under the conditions set forth under Clause 13.5 (No priority of remedies under warranty and damages), Clause 20 (Force majeure).

### **7.3 Consequences of termination**

Company shall compensate Contractor for Goods delivered and/or Services rendered in conformity with the contract prior to termination. Such Goods delivered and/or Services rendered shall be compensated on a pro rata basis according to the agreed terms of payment. If Company terminates the contract in part or in whole, Contractor shall not be entitled, only for the termination reason, to raise any claims - in particular for damages - other than the respective compensation.

## **8. RIGHT OF INTERRUPTION BY COMPANY**

Company shall be entitled, without obligation to give reasons, to demand Contractor to

interrupt delivery of Goods and/or the rendering of Services and to reschedule agreed dates or deadlines. Contractor shall only be entitled to compensation for such interruption and/or rescheduling if the aggregate of such interruption or rescheduling exceeds three (3) consecutive working days. Such claim for compensation shall be limited to the actual standstill costs proved by Contractor.

## **9. PRICE**

The price specified in the contract includes overtime, usual packing, free delivery to the place of performance (destination), at risk and expense of Contractor, pre-materials, components and any item or labor used for conducting the normal, safe and comprehensive delivery of Goods and/or rendering of Services, as well as all taxes and duties owed by Contractor, including import duties but excluding value added tax. If Company is obliged to pay any taxes and/or duties (except value added tax) in connection with the performance of Contractor, such amounts shall be deducted from the agreed price.

## **10. USUAL PACKING**

Usual packing means that packing of any Goods to be delivered shall be safe and fit for the respective transport and in accordance with the delivery rules applicable at the place of performance. Packaging material shall remain the property of Contractor unless otherwise requested by Company. Packaging shall be effected with all due care in consideration of all possible transport risks. Packing slips, labels, tags etc. shall be provided by Contractor in order to secure an unmistakable identification of the delivered Goods and to provide for an unmistakable quantitative ascertainment.

## **11. ASCERTAINMENT OF DELIVERED QUANTITY**

The delivered quantity shall be ascertained on the basis of Company's inspection upon receipt of delivery. In case of partial delivery/service, Company shall be entitled to make use of such partial delivery/service prior to its respective completion, without acknowledging full performance of the contract in any way.

## **12. DISPATCH**

### **12.1 Dispatch only as agreed or upon instruction – no passage of risk or title**

Dispatch shall be made according to the agreed timetable of the contract or Company's instructions. Until the date of dispatch, Company shall be entitled to change the shipping address. Company shall bear any additional costs arising from such change. Dispatch according to this Clause 12.1 shall not constitute passage of risk and title, which is subject to Clause 15.

### **12.2 Place of performance**

Unless otherwise agreed in writing, the place of performance for deliveries and/or services of Contractor shall be the Company's business address specified in the contract.

### **12.3. Notice of dispatch**

On dispatch Contractor shall provide Company with two (2) copies of the notice of dispatch specifying the exact contract reference. A further copy of the notice of dispatch shall be sent in a timely manner to the shipping address and Company's business address specified in the contract in order to ensure that the necessary precautions for the receipt of the shipment can be taken. If the circumstances require, notice of dispatch shall also be given by email or by

fax upon determination of the exact dispatch date.

#### **12.4 Shipping documents – contract reference**

All shipping documents shall show the contract number and date, Contractor's commission, quantity, technical description and all other necessary references.

The dispatch of the Goods does not amount to a transfer of ownership over the Goods, or the risks associated to the Goods from the Contractor to the Company.

### **13. WARRANTY**

#### **13.1 General provision**

Contractor shall warrant and undertakes to ensure that its deliveries and/or services are performed under sound conditions, with due care and in conformity with the contract, all applicable laws, the applicable rules of Company, relevant standards and the existing state of the art. During its performance Contractor shall comply with all standards, regulations and other rules applicable to the contract. Prior to performance, Contractor shall warn Company in due time any service if any such rules impede the performance of the contract (duty of warning).

Contractor's warranty shall apply to any apparent defects (*Rom. viciile aparente*) discovered within the warranty period and to any hidden defects (*Rom. viciile ascunse*) discovered within the warranty period, except for the case when the period provided by the applicable law is longer (art. 1690 and 1709 of the New Civil Code shall not be applicable). The warranty period is the one established by Clause 13.6.

#### **13.2 The warranty for proper functioning**

The Contractor undertakes to guarantee the proper functioning of the delivered Goods for the warranty period set out under Clause 13.6, starting with the date of full completion of delivery as per Clause 15. In this respect, the Contractor undertakes to repair the defects occurred during the warranty period or, if the case may be, to dispose the replacement of the Goods supplied, in case the reparation is impossible or it exceeds the 15 (fifteen) days from the date of the communication of the malfunction, unless the contract or the special law provide otherwise.

#### **13.3 Duty to replace or repair /duty to render again**

Without prejudice to any other rights of Company or to any of Contractor's warranty obligations, Contractor shall immediately replace all parts that are fully or partially defective; alternatively, it shall immediately repair such defects at its own expense, which shall include the costs for the detection of the defects, fitting, examinations, freight, etc. Contractor shall also render again at its own costs any services that have proven to be, in terms of quantity or quality, inadequate for the purposes of the contract.

#### **13.4 Substitution**

If Contractor does not promptly comply with its duties under this section 13, Company shall, after an appropriate period of time, be entitled to repair defects or damages at Contractor's expense. Company shall be entitled to repair defects immediately and without notice at the expense of Contractor if such repair is deemed urgent by Company.

#### **13.5 No priority of remedies under warranty and damages**

Company may exercise its warranty rights at its own discretion, by demanding repair, replacement, price reduction and/or rescission. However, Company shall be entitled to

rescind the contract only in case of non-minor defects.

### **13.6 Warranty period**

The warranty period shall commence upon acceptance by Company of the complete delivery or service, which is in full compliance with the applicable contractual obligations. Partial deliveries/ services – even if agreed upon in the contract – as well as the start of operation or use of partial deliveries/ services by Company shall not trigger the start of the warranty period. For repaired deliveries/services, the warranty period shall start from the acceptance of such repairs by Company.

If a hidden defect appears on expressly agreed specifications or features after acceptance of delivery/ service/ repair, the warranty period shall commence upon discoverability of such hidden defect.

Unless otherwise expressly agreed between Company and Contractor or prescribed by mandatory law, the warranty period shall be:

- a) two (2) years for movables;
- b) three (3) years for immovables or work/fitting done on immovables.

Defects notified to Contractor within the warranty period shall be deemed to have existed at the time of acceptance.

Company shall notify Contractor of any defects within the applicable warranty period. Company shall have no additional obligation to file a lawsuit within the applicable warranty period, but such lawsuit can be filed within up to three (3) years following the expiration of the warranty period

Company reserves the right to invoke warranty without limitation of time by means of defense.

### **13.7 Duty to complain**

Company is under no obligation to inspect the delivered Goods and/or provided Services or to complain within a given period of time in order to preserve claims; the provisions of art. 1.690 and 1709 of the New Civil Code are hereby excluded.

## **14. LIABILITY**

Contractor shall be liable for any damages caused by the breach of the contractual or legal obligations and remediation of the Goods delivered and/or Services rendered. Such liability shall include without limitation any fines imposed by public authorities or claims of third parties against Company.

## **15. PASSAGE OF RISK AND TITLE – RESERVATION OF TITLE**

Risk and title as to deliveries and services shall pass to the Company upon acceptance of the complete delivery or service to Company at the place of performance. Partial deliveries and partial services – even if agreed by contract – as well as the start of operation or use shall not entail the passage of risk. Company herewith expressly rejects any reservation of title by Contractor. The handover of Goods delivered, and Services rendered by Contractor under reservation of title shall not be construed as Company accepting such reservation of title.



## **16. TITLE AND RIGHT OF USE WITH RESPECT TO MATERIALS PROVIDED BY COMPANY**

All know-how, including standards, specification, drawings, calculations, regulations and the like, as well as models and tools provided by Company to Contractor, shall remain Company's property and shall be returned without delay upon completion of Contractor's performance. They shall not be copied, stored or otherwise remain with Contractor in any format, nor shall Contractor provide them to or make them accessible by third parties, nor use them for purposes other than for the fulfilment of its obligations to Company.

Any retention right, of whatsoever nature or origin, of Contractor is excluded and cannot be held valid against the Company.

## **17. BUSINESS LIABILITY INSURANCE**

Contractor shall have and maintain business liability insurance coverage proportionate to the price agreed in the contract and the risks entailed by making delivery or rendering service. Contractor shall present to Company on demand proofs of such insurance prior to commencing performance. Otherwise, Contractor shall be deemed to be in default and Company shall be entitled to enjoin Contractor from delivery or service until the appropriate proofs of insurance are presented.

## **18. CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

### **18.1 CONFIDENTIALITY**

Contractor shall treat all information received from Company or from third parties in connection with the execution of the contract, irrespective if this information was acquired by the Contractor before or after the conclusion of the contract, as strictly confidential and use it solely and exclusively for carrying out its contractual obligations. Insider information shall qualify as such and shall be treated as set out by Law no. 24/2017 on issuers of financial instruments and market operations and as indicated in the Corporate Regulations of OMV Petrom Group.

If during performance, information needs to be passed on to third parties, Contractor shall obtain from such third party a confidentiality undertaking with terms at least as favorable to Company as those set out herein, and prior to making any information available to such third party. Contractor shall be liable for any breach of this duty of confidentiality by its personnel and/or such third parties and shall indemnify and hold Company entirely harmless.

Any disclosure of the existence, contents or progress of the respective contract shall be subject to Company's prior written consent. In particular, public statements and declarations, as well as any contact with the press and the media such as radio and television, shall require Company's prior written consent and approval of the contents.

Any listing of Company in reference lists of Contractor or third parties, including (but not limited) on webpages, in editorial directories, or in advertising material, shall be subject to Company's prior written consent. Contractor shall not use any trademarks or labels owned by Company or its affiliates.

Notwithstanding the above provisions, additional rules and regulations resulting from effective laws, such as national data protection laws, shall remain applicable.

The obligations of the Contractor set out in this Clause 18 shall be in force even after the termination of the contract irrespective of any cause.

## **18.2. PERSONAL DATA PROTECTION**

These General Conditions of Purchase shall be governed by applicable data protection laws and regulations, including national legislation and the General Data Protection Regulation EU 2016/679 ("GDPR"). Each Party, as independent controllers, shall observe the applicable law and determine independently and separately the purposes and means of processing personal data.

The parties, including their subcontractors, shall process all personal data of the disclosing party or third parties exclusively for the purpose of these General Conditions of Purchase. The disclosing party is authorized to provide the receiving party with the disclosed personal data. Any further disclosure requires prior notification and approval from the party whose data is disclosed.

The representatives and contact persons of the parties acknowledge that their personal data will be processed for the purpose of concluding and executing these General Conditions of Purchase, in compliance with GDPR rights and principles. Each party shall fulfill its information obligations towards data subjects in the context of its own data processing operations. In this regard, for the Company, the privacy policy is available on website [www.omvpetrom.com](http://www.omvpetrom.com) (section About us / Corporate Governance/Data Protection) shall be considered.

In the event that the relationship between the parties becomes as Data Controller – Processor, in accordance with applicable data protection laws, in accordance with Art. 28 GDPR The parties shall enter into a Data Processing Agreement or its equivalent to ensure legal compliance with such data processing.

During the performance of the General Conditions of Purchase and any retention periods, the parties shall: (i) implement technical and organizational measures to ensure the confidentiality, integrity, and availability of personal data; (ii) protect the personal data with state-of-the-art security measures; and (iii) restrict access to data to trained staff committed to confidentiality obligation.

Upon completion of the contract and of the retention periods, the parties shall duly ensure the anonymization or deletion of any personal data processed based on these General Conditions of Purchase.

## **19. INTELLECTUAL PROPERTY**

The agreed price payable by Company to Contractor includes full consideration for the transfer of intellectual property rights (e.g. patent, model, trademark, utility model rights and copyrights) to Company to the extent necessary for the free use of the Goods delivered and/or Services rendered. By such consideration, Company is granted copyright or (as applicable) a non-exclusive, royalty-free license in all Goods or Services delivered by Contractor, including all plans and related documents, drafts, drawings, designs, engineering, and basic design. These rules shall in particular also apply to all copyrights, patents, utility rights, trademarks, know-how, and other industrial or intellectual property rights, which Contractor makes use during performance, or which Company requires for a use of the work products or services. Contractor shall be liable for ensuring that third party



intellectual property rights are not violated and, in case of violation, shall indemnify and hold Company harmless.

## 20. FORCE MAJEURE

Neither Company nor Contractor shall be responsible for any failure to fulfil any of their obligations, if such failure is caused by Force Majeure (as defined below). The affected party shall be excused from performance that has been prevented by the Force Majeure event for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented.

The party concerned shall, as soon as possible after the occurrence of Force Majeure, give notice and full particulars thereof to the other party, whereupon the parties shall consult with respect to the appropriate measures to be taken. Irrespective of such consultation the parties concerned shall immediately take all technically and economically reasonable measures to limit any damages and to restore conditions for the performance of its obligations.

Except as provided otherwise, each party shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of Force Majeure.

**“Force Majeure”** shall mean external events or circumstances that have the effect of making it impossible or unlawful for the affected party to perform its obligations, in whole or in part, where such external events or circumstances (i) are beyond the control of that party, (ii) were not attributable to that party, (iii) could not have been predicted and (iv) could not have been prevented, overcome, or remedied by anybody.

If the requirements set out in the definition of Force Majeure are satisfied, then Force Majeure events and circumstances shall include, but shall not be limited to, (a) Act of God, expropriation or confiscation of facilities, act of public enemy, war, civil war, revolution, rebellion, insurrection, sabotage, riot, civil disturbance, terrorism and any credible threat of any of the foregoing; (b) business disruption, respectively breakdown of production due to machinery breakdown, interruption of delivery of oil, gas, energy fuel or other input materials; (c) fire, explosion, hurricane, tornado, earthquake, volcano, abnormally severe weather conditions that have no history of regular occurrence or other natural event; (d) plague, epidemic, pandemic, embargo, sanction or other restriction on export of goods, services or technology, quarantine, action or inaction by any competent authority; and (e) any event or circumstance or a combination of the same of a nature analogous to any of the foregoing.

Force Majeure events and circumstances shall definitely exclude (a) strike, lock-out or any other industrial action or labor dispute involving an enterprise or business of the affected party or its agents or subcontractors; (b) late delivery of equipment or materials; (c) lack of funds; (d) breakdown of equipment or machinery; or (e) severe weather conditions as such.

If and to the extent that the hindering effect of a Force Majeure event prevents the performance of a party for an uninterrupted period of four (4) weeks, each party may, at its option, immediately terminate the contract upon written notice to the respective other party.

## 21. INVOICES AND PAYMENT

### 21.1 Invoices

Unless otherwise agreed, invoices shall be paid in RON (should the price be agreed in a foreign currency, the exchange rate shall be the Romanian National Bank exchange rate

valid on the day of issuance of the invoice).

All invoices for payment purposes shall be issued after Company's acceptance of the delivered Goods and/or rendered Services and sent to the seat of Company. Purchase Order number, contract number and order reference (if the case) must be stated in the invoice. In case of shipments abroad 2 (two) extra copies shall be attached to the shipping documents. Company reserves its right to reject invoices which do not contain the foregoing information.

Invoices issued by taxable contractors established in Romania / invoices issued by contractors not established in Romania using their Romanian VAT registration number will be transmitted exclusively through the national RO e-Invoice system, in accordance with the legal provisions in force.

All other invoices, which are not subject to transmission in the RO e-Invoice system, according to GEO 120/2021, will be sent in electronic format, in accordance with applicable Company requirements.

If Contractor does not fulfil all its obligations under Romanian law, including but not limited to the Romanian Fiscal Code and its application norms, as amended, and if, due to this non-compliance, the Romanian tax authorities impose on Company additional taxes, penalties and/or fines, Company shall have the right to recover any and all such amounts imposed by the Romanian tax authorities from the Contractor. If the amount imposed is subsequently amended, the amount to be recovered by Company from Contractor shall be revised in accordance with such amendment.

In case of non-Romanian resident companies providing services, failure to provide the fiscal residency certificate shall result in deduction of withholding taxes in accordance with the Romanian fiscal legislation.

## **21.2 Time and place of payment**

Invoices (submitted in verifiable format) for Goods delivered and/or Services rendered in conformity with the contract shall be paid by Company within 60 (sixty) days from receipt of the complete and correct invoice, provided that each invoice is issued in accordance with applicable Company requirements.

Payment shall be deemed as timely if sent by, or if payment instructions to the bank are given by Company by the last day of the payment period at the latest.

Place of performance for payment shall be the seat of Company. Maturity date also applies for the exercise of Company's right to set off.

## **21.3 Declaratory nature of payment**

All payments by Company to Contractor are made under reservation of the Company to reconsider them, both with regard to legal basis and amount, and shall not be construed as acknowledgement of the claimed amount, requested by or owed to the Contractor.

## **21.4 Effect of payment**

Unless Contractor raises a founded objection within 6 (six) weeks from dispatch or transfer of Company's final payment, all claims of Contractor against Company with respect to the transaction in question shall be deemed as fulfilled.

## **21.5 Set off**

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C.I.F. RO 159 0082  
RC J1997008302407

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Company shall be entitled (but not obligated) to set-off its payment obligation to the Contractor against any counterclaim arising within the OMV Petrom Group, the Company acting in this case both on its account and on the account of the respective entity of OMV Petrom Group.

Any set-off by Contractor, its assignees or any other persons possessing a claim against Company shall be excluded.

## **21.6 Condition of the delivered Goods**

The Contractor hereby declares and warrants that all Goods that will be supplied to the Company in accordance with the Purchase Contract and / or Purchase Order have not been previously used being completely new.

For this purpose, the Contractor will provide to the Company, at the signing date of the Purchase Contract and / or Purchase Order, a statement attesting that all Goods which will be supplied based on the respective Purchase Contract and / or Purchase Order are new and that, by way of an exception, as a result of the request of Company, the Goods that are not new will be delivered based on a separate Purchase Order, for which a statement will be provided by Contractor at Purchase Order level attesting that the Goods supplied according to respective Purchase Order are not new, being previously used. Contractor shall provide the requested statements using the templates provided as annexes to the Purchase Contract / Purchase Order.

## **22. CBAM**

Contractor shall comply with all requirements of CBAM, including, but not limited to the requirements set out by the document *"Guidance document on CBAM implementation for installation operators outside the EU"*.

Contractor shall provide Company with all relevant data that are necessary for Company to be compliant with CBAM no later than the date of delivery of the Goods. This includes, without limitation, the custom tariff number, details regarding the origin of Goods and the total emissions associated with the production of all Goods that are supplied to Company and that fall within the scope of CBAM.

For calculating and communicating the emissions to Company, Contractor shall use the Excel template for emission calculations called *"CBAM communication template for installations"* in its applicable version.

Company reserves the right to request additional documentation or verification of the data supplied, provided that such additional information is required for Company's CBAM compliance or in case the national or international authorities or other governmental bodies require additional data, information or documents from the Company to be compliant with CBAM. In such case, the Contractor shall promptly provide the Company with such data, information and documents, but, in any case not later than the deadline reasonably set by the Company at that time.

Contractor represents and warrants the accuracy and completeness of all CBAM data provided to Company. Contractor shall indemnify, defend and hold harmless Company from any and all direct costs, liabilities, penalties and damages arising out of or related to the Contractor's failure to comply with CBAM requirements or the provision of inaccurate or incomplete data under this Contractor the applicable legal provisions, including, but not

limited to, potential penalties, fines, or additional costs imposed on the Company by the European Union or national authorities, institutions or other competent regulatory bodies. Notwithstanding the above, failure by the Contractor to comply with the obligations under this Article will give the Company the right to terminate the Purchase Contract or the Purchase Order for cause in accordance with Article 22 without being required to satisfy any other conditions.

For the purposes of this Article 22, "**CBAM**" means the Carbon Border Adjustment Mechanism established by the European Union (see [https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism\\_en](https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism_en)).

### 23. RO-E-TRANSPORT

If applicable, Contractor shall comply with all requirements of "**RO-e-Transport**", the Romanian National System that monitors the road transport of Goods on the territory of Romania. The Contractor shall correctly provide to the Company, as soon as the transport is organized, to the designated e-mail address, the information related to the transport of the Goods necessary in order for the Company to have reasonably sufficient time to declare the transport of the Goods in the Ro-e-Transport before the Goods start to be moved on the territory of Romania.

The information provided by the Contractor shall include, but is not limited to, detailed information about the Goods (description, value, weight), the name of the transportation company, the registration number of the vehicle by which the Goods are transported, the loading date, expected unloading date, and any other information indicated by the Company. The Contractor shall request and obtain in due time the **Unique Transport Identification Code ("UIT code")** generated by the Company and shall share it with the transport company, in order to avoid any delays and in order for the transport company to already have the UIT code at the road border crossing point at the entry in Romania. The Contractor shall make sure that: (i) it has obtained the UIT code before the Goods start to be moved on the territory of Romania; (ii) Contractor and/or, as the case may be, its subcontractors (including without limitation, the transport company) comply with the validity term thereof, and (iii) the UIT code accompanies the transport from the road border crossing point at the entry in Romania to the unloading point.

The Contractor shall be liable for its subcontractors' (including for, if any, subcontractors' subcontractors, up to and including the company actually transporting the Goods) compliance with the RO-e-transport related legal requirements and enabling the Contractor and the Company to comply with their obligations.

In case the Contractor (and/or, if any, its subcontractors) does not fulfill, improperly fulfils and/or fulfils with delay the obligations set and/or referred to in this Purchase Contract, resulting in the inability of the Company to fulfil its legal obligations and/or timely and/or correctly declare the Goods transport in RO-e-Transport and the Company is subject to fines or penalties and/or to any other type of sanctions and/or damages of any type, including, without being limited to, the loss of Goods in case confiscated by the Romanian authorities, the Contractor will bear all costs, damages and losses, of whatsoever nature, incurred by the Company. Such costs, damages and losses shall be paid by Contractor, within 15 calendar days from the date of the written notification received from the Company in this respect, regardless of whether the sanction is challenged. If the Contractor fails to observe the payment deadlines set out herein or unjustifiably refuses payment of those amounts, the

Contractor shall be liable to penalties and interest at such rates as prescribed by the budgetary obligations legislation.

## **24. CODE OF CONDUCT**

OMV Petrom Group, with all business segments, consolidated subsidiaries, and OMV Petrom Global Solutions S.R.L as well as all of OMV Petrom Group's contractual business partners are bound by the Code of Conduct, as published: <https://www.omvpetrom.com/en/sustainability/code-of-conduct>.

24.1. By accepting the OMV Petrom Group General Conditions of Purchase, the Contractor confirms that it has read, understood and shall comply with the OMV Petrom Group Code of Conduct. Contractor shall also comply with all applicable laws and regulations, including but not limited to applicable human rights and supply chain laws, adhere to internationally recognized human rights and environmental standards, employee minimum wage, health and safety, social and corporate governance standards as well as anti-corruption, anti-money-laundering, economic sanctions laws, regulations and matters otherwise provided under the agreement.

Contractor must appropriately address the obligations with its Business Partners along its own value chains. Contractor will therefore take appropriate measures to ensure that its Business Partners also comply with the OMV Petrom Group Code of Conduct as well as applicable laws, regulations and standards referred to in article 24 of the General Conditions of Purchase of OMV Petrom Group. All related measures and controls are to be documented and handed over to Company upon request.

24.2. In the event, Company finds suspicion or evidence of a breach of the obligations under this article 24, the Contractor must cooperate with the Company and implement and execute or cause the respective Business Partners to implement and execute appropriate preventive and corrective measures, including drawing up an appropriate preventive and corrective actions plan where relevant.

Contractor shall provide Company (or qualified third parties on behalf of Company being subject to confidentiality) with all relevant documentation necessary to proof compliance with article 24. This may include, without limitation, (i) any information provided by Contractor for its qualification, comprehensive accounting and financial records, written agreements, records relating to relevant inquiries or requests for information, correspondence with government officials, incidents and investigations, etc. and/or (ii) upon reasonable prior notice, access to all related persons, places and documents, and/or whatever is necessary to audit (to the extent permitted by applicable law such as data protection laws, while respecting all impacted stakeholders' right to privacy), etc. All such documentation shall be kept for at least 5 years from the end of the calendar year to which they relate.

If Contractor refuses or prevents such verifications without justified reasons, Company shall be entitled to act in accordance with paragraph below.

24.3. In the event of a breach of the obligations herein, including a breach of the OMV Petrom Group Code of Conduct, Company shall be entitled to terminate the agreement, provided that (i) Contractor failed to comply with the written invitation by Company to discuss such actual or suspected breach(es) within a reasonable period of time (at the latest one (1) month after receipt of the invitation), or (ii) no reasonable measure(s) and deadline(s) for improvement could be achieved by Contractor.

In the event of a material breach of the obligations herein, Company shall be entitled to terminate the agreement with Contractor with immediate effect and without the need for any other prior formality. Moreover, OMV Petrom Group shall be entitled, in its sole reasonable discretion, to exclude Contractor from any further procurement activity in certain segment, business or group wide.



Without prejudice to other clauses of the General Conditions of Purchase of OMV Petrom Group, in particular section 14 as to liability, Contractor shall indemnify Company and OMV Group Companies from costs, expenses, losses, and damages that may be incurred in relation to Contractor's non-compliance with the obligations set out in this article 24.

## **25. SANCTION COMPLIANCE**

Both Contractor and Company mutually represent and warrant the following as of the date of submittal of the Contractor's offer:

- a) neither Contractor/Company nor any of their respective affiliates (nor any of their respective directors, officers or employees) is a Prohibited Person;
- b) with respect to the rights, obligations, and transactions under these General Conditions of Purchase of OMV Petrom Group, neither the Contractor/Company nor any of their respective affiliates is (i) doing business with persons or entities that are Prohibited Persons; and/or (ii) engaging in, supporting, or facilitating transactions or activities that violate Sanctions or could expose Company/Contractor to adverse consequences under Sanctions;
- c) the Goods and/or Services do not originate from countries or regions that are restricted under Sanctions or a Prohibited Person, where such transaction would cause Company/Contractor to violate Sanctions or risk exposure to adverse consequences under Sanctions;
- d) Contractor/Company and/or respective Subcontractors has/have not been the subject of any potential or actual investigation, inquiry or litigation, administrative or enforcement proceedings by any governmental entity regarding any offence or alleged offence under any Sanctions;
- e) Contractor and Company will ensure that (i) no person that is a Prohibited Person will have any legal or beneficial interest in this Contract or any transaction or activity carried out hereunder; and (ii) it will not transfer any revenue or benefit derived from any activity or dealing in relation to this Contract to a Prohibited Person and/or use any revenue or benefit derived from any activity or dealing in relation to this Contract for any activity that is subject to Sanctions, in either case where such interest or activity would cause the Company or the Contractor to violate Sanctions or risk exposure to adverse consequences under Sanctions;
- f) Contractor and Company will implement and maintain appropriate safeguards designed to prevent any action that would be contrary to this clause;
- g) Contractor and Company will maintain during the applicable statutory document retention periods (as applicable to such Party) all business records related to this Contract and any transaction contemplated hereunder, which shall include in a reasonable scope all relevant information on the supply chain regarding the scope of work of the Contract along with supporting documentation, all to the extent required in order to assure compliance with Sanctions. Upon reasonable request of the other Party, Contractor/Company shall provide to the respective other Party sufficient evidence. In addition, each Party shall be entitled to reasonably audit compliance with this clause, and each Party shall take reasonable steps to provide assistance; and
- h) Contractor and Company shall take commercially reasonable efforts to include obligations of materially identical content to this clause in their contracts with the Subcontractors.

Subject to and without limiting the representations made in this clause, should any transaction, delivery, or activity in relation to these General Conditions of Purchase of OMV Petrom Group be within the scope of Sanctions imposed by the United States of America, the transaction or activity shall not involve payments made in US dollar currency or otherwise involve US Prohibited Persons or non-US Persons owned or controlled by US Prohibited Persons as necessary to comply with US Sanctions.



Should any conduct or performance of either Company or Contractor under the General Conditions of Purchase of OMV Petrom Group constitute a violation of, be inconsistent with, or expose the respective other party ("**Affected Party**") to the risk of punitive measures under Sanctions, the Affected Party shall be entitled to suspend performance of its obligations (including payment) under the Order and these General Conditions of Purchase of OMV Petrom Group, and notify the other Party of such suspension without undue delay, until such time as the other Party becomes able to resume performance of the Order and the General Conditions of Purchase of OMV Petrom Group lawfully and without risk of punitive measures. If a suspension of the contractual performance under this clause lasts for a period of longer than 6 consecutive weeks, the Affected Party shall be entitled to terminate the Order and the General Conditions of Purchase of OMV Petrom Group with immediate effect by providing a termination notice to the other party.

Both Company's or Contractor's right to claim damages due to a breach of this clause shall remain unaffected by the special rights and remedies provided in this clause.

For the purposes of this Clause 25, the following terms will have the following meaning:

- a) "**Prohibited Person**" means any person that acts on its behalf or on behalf of any person that has been determined to be the subject of a prohibition in, or sanctioned under, any Sanctions.
- b) "**Sanction**" means all (i) economic, trade or financial sanctions or embargoes (including both primary and secondary sanctions measures), export controls, or similar laws, regulations, decrees, orders, or ordinances in force (in particular without limitation legislation, orders, or regulations of the European Union, any of its member states, the United Kingdom and the United States of America), or (ii) decisions, orders, injunctions or judgments of competent courts or authorities including without limitation courts or authorities of the European Union, any of its member states, the United Kingdom and the United States of America.

## 26. NOTICES

Except as otherwise specifically provided, all notices, requests, agreements, demands or other communications authorized or required between the parties by any of the provisions of these General Conditions of Purchase, shall be in writing and delivered in person, by courier service, by facsimile or as scanned signed attachment to an email and addressed to the respective party as designated in the contract. If the notice is delivered by hand or courier, it shall be deemed delivered at the time of the actual delivery, or if delivered by facsimile or email, on the first business day at the recipient's address following the date of complete transmission. When such notice is given by letter, it shall be deemed to have been received forty-eight (48) hours after the time of posting, proven by the envelope containing such notice properly addressed, stamped and posted.

## 27. SEVERABILITY AND PREVAILING VERSION

If any provision of these General Conditions of Purchase is held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without affecting the validity or enforceability of the remaining provisions. In such case, Contractor and Company shall without unreasonable delay agree on a substitute provision with a legal and economic effect of the same kind.

These General Conditions of Purchase have been executed in the Romanian and English languages. In case of any discrepancies, the English version shall prevail.

## **28. CHOICE OF LAW**

Contracts concluded on the basis of these General Conditions of Purchase, including all aspects of its conclusion, validity and enforcement, shall be governed by, construed and enforced in accordance with Romanian law except for the Romanian law on conflict of laws. The application of the United Nations Convention on Contracts for the International Sales of Goods is hereby expressly excluded.

## **29. JURISDICTION**

The parties shall attempt to resolve and settle any disputes between them amicably. Should they fail to reach an amicable settlement within a reasonable period of time, the dispute shall be referred to the competent (*ratione materiae*) court in Bucharest, Romania.

## **30. ATYPICAL CLAUSES**

The atypical clauses shall be deemed as being expressly accepted by the Supplier, based on the conclusion of the Contract. The Supplier expressly states that he has read and accepted Clauses no. 1.2, 3, 5, 6, 7, 8, 11, 13, 15, 16, 21.5, 22, 23, 24, 25, 28, 29, and therefore he applied his signature below.