****

**FRAMEWORK CONTRACT NO. 560000…………..**

(hereinafter referred to as “Contract”)

CONTENTS

Article 1. Subject of the Contract

Article 2. Delivery Date of the Subject of the Contract

Article 3. Price

Article 4. Payment Terms and Conditions

Article 5. Guarantee

Article 6. Limit of the Contract

Article 7. Seller’s Third-Party Liability Policy

Article 8. Final Provisions

LIST OF APPENDIXES:

Appendix No. 1. Information consistent with valid extract from the Register of Entrepreneurs of the Buyer collected on the basis of Article 4 section 4a of the Act on the National Court Register

Appendix No. 2. Information consistent with valid extract from the Register of Entrepreneurs of the Seller collected on the basis of Article 4 section 4a of the Act on the National Court Register

Appendix No. 3. Price list of Goods with descriptions and delivery time-limits

Appendix No. 4. GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND PURCHASE OF GOODS AND PROVISION OF SERVICES of Polski Koncern Naftowy ORLEN Spółka Akcyjna - General Terms and Conditions for Purchase Rev. III/2012 6 December 2012

Appendix No. 5. Amendments to Article 11 - Protection of Information to GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND PURCHASE OF GOODS AND PROVISION OF SERVICES of Polski Koncern Naftowy ORLEN Spółka Akcyjna - General Terms and Conditions for Purchase Rev. III/2012 6 December 2012

Appendix No. 6. Requirements connected with receipt of delivery of goods to a warehouse of PKN ORLEN S.A.

Appendix No. 7. Agreement on sending invoices in an electronic form

The Contract was concluded on [date] ……………………. in Płock,

between:

**ORLEN Spółka Akcyjna** with its registered office in Płock,   
ul. Chemików 7, 09-411 Płock, entered into the National Court Register kept by the District Court for the City of Łódź, the 20th Commercial Division of the National Court Register, under the National Court Register [KRS] number: 0000028860, NIP [Tax ID No.]: 774-00-01-454 with share capital/fully paid in of PLN 1 451 177 561,25 hereinafter referred to as **“Buyer”** represented by:

|  |  |
| --- | --- |
| **First name and Last name** | **Position** |
|  |  |

(information consistent with valid extract from the Register of Entrepreneurs of the Buyer collected on the basis of Article 4 section 4a of the Act on the National Court Register forms **Appendix No. 1**)

and

……………………………………. entered into the National Court Register under the number ………………………. by the District Court in …………………………………………………., NIP [Tax ID No.]: …………….., REGON [National Business Reg. No.]: …………….

hereinafter referred to as **“Seller”**, represented by:

|  |  |
| --- | --- |
| **First name and Last name** | **Position** |
|  |  |

(information consistent with valid extract from the Register of Entrepreneurs of the Seller forms **Appendix No. 2**).

where the Buyer and Seller are also referred to as Party or jointly as Parties.

**ARTICLE 1**  
**Subject of the Contract**

1. The Subject of the Contract includes determination of terms and conditions for deliveries of Goods whose specification shall be each time indicated by the Buyer in the form of an order (“**Order**”) drawn up on the basis of compilation of particular Goods shown in the Price List forming **Appendix No. 3** to the Contract.
2. By concluding the Contract, the Buyer shall not incur an obligation to purchase any Goods from the Seller, but shall only acquire the right to place Orders.
3. The Contract is a framework contract, which means that it determines general terms and conditions for cooperation of the Parties and does not form an Order independently. The Buyer does not grant an exclusive right to the Seller to execute deliveries, and deliveries of Goods shall be carried out by the Seller based on separate Orders placed by the Buyer.
4. The Seller undertakes to perform the Contract taking account of the scope and rules stipulated in a particular Order.
5. GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND PURCHASE OF GOODS AND PROVISION OF SERVICES of ORLEN Spółka Akcyjna shall be applied to the Contract and Orders placed within its performance - General Terms and Conditions for Purchase Rev. III/2012 6 December 2012 (“**General Terms and Conditions for Purchase**” forming **Appendix No. 4**   
   to the Contract with amendments specified in **Appendix No. 5** to the Contract. In case of any discrepancies between the terms and conditions of the Contract, Order placed within its performance and the General Terms and Conditions for Purchase with amendments the following shall be superior in the following order: Order, Contract and General Terms and Conditions for Purchase with amendments.
6. The Goods shall meet all requirements set for this type of Goods   
   in Poland, in particular shall meet Polish standards envisaged in the law.

**ARTICLE 2**  
**Delivery Date of Goods**

1. During the term and under the terms and conditions of the Contract the Buyer shall place Orders for particular Goods in line with binding **Appendix No. 3** to the Contract. Each Order forms an integral part of the Contract and shall be placed for the Seller by an authorised representative of the Buyer by means of:
2. electronic mail to the following e-mail address indicated by the Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and/or

1. by post or fax.
2. A date and time of sending an e-mail or fax shall be deemed to be the date of sending an Order.
3. The Seller undertakes that within 3 working days from the date of sending an Order it shall confirm its performance by means of electronic mail to the e-mail address indicated by the Buyer in an Order. An Order shall be confirmed by an authorised person   
   on the part of the Seller. In the event of no answer within the required period, an Order shall be considered to be binding. A day from Monday to Friday shall be considered to be the working day excluding public holidays.
4. Additionally, the Seller undertakes that an Order received by post shall be signed by a person with appropriate power of attorney to incur commitments   
   and it shall be immediately sent back to an address shown in the Order.
5. The Goods shall be delivered within the time-limits specified in an Order, not shorter than the delivery date specified in **Appendix No. 3** to the Contract unless the Parties agree otherwise.
6. Deliveries shall be carried out under the terms and conditions of DDP, according to Incoterms 2010, to a place in the territory of the Republic of Poland indicated by the Buyer in an Order.
7. Required delivery note is specified in **Appendix No. 6** to the Contract.

**ARTICLE 3**  
**Price**

1. The Seller undertakes to deliver Goods for prices stipulated   
   in **Appendix No. 3** to the Contract.
2. The Parties are in agreement that the prices shown in **Appendix No. 3** to the Contract are fixed and shall be valid from the date of conclusion of the Contract for the period of its duration.
3. The shown prices are net prices..
4. In view of performance of the Contract and Orders the Seller shall not be entitled to any additional remuneration from the Buyer and the Seller shall not lay any claims   
   on this account towards the Buyer.

**ARTICLE 4**  
**Payment Terms and Conditions**

1. Payment for delivered Goods shall be made by transfer within the time-limit: …… days from the date of:
   1. obtaining the Goods by the Buyer, consistent with an Order and
   2. obtaining, by the Buyer, an original of an appropriately drawn up invoice and
   3. meeting other terms and conditions arising from an Order,

with the reservation that this time-limit shall start to run after fulfilment, by the Seller, of all the foregoing obligations jointly.

1. The Seller shall send to the Buyer’s address i.e.: ORLEN S.A.,   
   ul. Chemików 7, 09-411 Płock, an original of an appropriately issued invoice in an envelope marked as follows: “INVOICE” [“FAKTURA”].
2. The Seller may send an appropriately issued invoice in an electronic form   
   to the dedicated address in accordance with the “Agreement on sending invoices in an electronic form” (“**Agreement**”) in line with **Appendix No. 7** to the Contract. This may take place after signing, by the Seller, 2 (two) copies of the attached “Agreement” and sending back to the Buyer’s address indicated in the Agreement, with the note: “Agreement on e-invoices” [“Porozumienie dot. e-faktur”].
3. Invoices may be sent in an electronic form after receiving, by ORLEN S.A., the Agreement signed by both Parties.
4. A properly issued invoice, apart from statutory requirements, should contain the following data:

* specification of Goods in accordance with an Order (quantity, unit, description of goods, net price),
* terms and conditions as well as payment date in accordance with an Order,
* proper and valid EU-Tax ID. No. of the Seller,
* country of origin,
* Buyer’s Contract and Order number,
* person executing and settling an Order, indicated each time in an Order
* number of an agreed bank account appropriate for payments

Additionally, the Seller undertakes that invoices shall be issued unilaterally,   
on paper in unvarying colour, preferably white.

1. Copies of other documents mentioned in an Order should be marked with a number of an Order to which they refer and delivered to the address:

ORLEN S.A.,

ul. Chemików 7, 09-411 Płock,

Zespół Realizacji i Rozliczeń Zakupów Technicznych [Team for Realisation and Settlement of Technical Purchases]

(First name and last name of a person executing an Order)

1. Payment shall be made by transfer into the bank account of the Seller:

……………………………………………………………….

The Parties shall consider a date of debiting the Buyer’s bank account with an amount of due payment to be the date of payment.

1. In the event of a change of the bank account, the Seller shall be obliged to attach a statement to the invoice, including the following data:

- name and address of a bank,

- bank’s SWIFT No.,

- bank account number.

The statement should be signed by relevant plenipotentiaries being entitled to incur commitments on behalf of the Company.

1. Remuneration for completion of the Subject of the Contract shall be a net amount expressed in EUR, each time specified in an Order,.
2. The Buyer states that it is an active payer of value added tax (VAT) and holds EU-Tax ID No.: PL7740001454.
3. The Seller declares that it is registered for the purposes of value added tax (VAT) in the territory of Italy under the following VAT-EU number …………….
4. The Seller obliges to maintain the status of active VAT payer at least to the date of issued the last invoice for the Company. If the Seller is removed from the VAT register for reasons specified in the VAT Act, the Seller shall promptly notify ORLEN S.A. of such removal
5. The Buyer authorises the Seller to issue invoices without a signature of the Buyer.

**ARTICLE 5**

**Guarantee**

1. The Seller grants a guarantee for delivered Goods for a period of …… months from a delivery date or ………….. months from a date of activation, depending on what takes place later.

**ARTICLE 6**

**Limit of the Contract**

1. The Parties state that value of commitments arising from orders placed within performance of the concluded Contract in its validity period shall not exceed ………………………. in total. Any possible excess of the foregoing limit during the term of the Contract may be agreed upon only in a form of Annex.

**ARTICLE 7**

**Seller’s Third-Party Liability Policy**

1. The Seller undertakes to possess, for the entire duration of the Contract, a third-party liability policy in view of carried out activities (tort and contract) with extension by adding Third-Party Liability for a product with the minimum sum insured: ....................................

**ARTICLE 8**  
**Final provisions**

1. Any changes and supplements of the Contract shall require a written form under pain of being null and void.
2. Any possible disputes arising from performance of the Contract shall be settled by a common court of law locally and materially competent for the registered office of the Buyer.
3. To matters not settled herein provisions of the Polish law shall be applied.
4. The Contract is concluded for a **period of** **………….. years** from the date of it being signed. Extension of the Contract shall require a mutually signed Annex.
5. The Contract may be terminated by making a written statement by one   
   of the Parties by giving 3 months’ notice from a date of delivery of a relevant statement subject to sections 6 and 7 below.
6. The Seller shall be entitled to withdraw from the Contract only if the Buyer fails to fulfil provisions of the Contract.
7. Termination of the Contract shall not influence validity of a placed Order if the Order was placed before the date of terminating the Contract.
8. In the event of denunciation of the Contract, any claims and obligations resulting from them, arisen before such denunciation shall remain valid for the Parties to the Contract.
9. The Companies which belong to the ORLEN Group in which the Buyer is a dominant unit, provided that data shown in the National Court Register confirms such membership, may benefit from the terms and conditions of the Contract based on separate contracts concluded with the Seller under the terms and conditions stipulated in the Contract.
10. The following appendixes constitute an integral part of the Contract:
    1. Appendix No. 1 - Information consistent with valid extract from the Register of Entrepreneurs of the Buyer collected on the basis of Article 4 section 4a of the Act on the National Court Register,
    2. Appendix No. 2 - Information consistent with valid extract from the Register of Entrepreneurs of the Seller,
    3. Appendix No. 3 - Price list of Goods with descriptions and delivery time-limits,
    4. Appendix No. 4 - GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND PURCHASE OF GOODS AND PROVISION OF SERVICES of Polski Koncern Naftowy ORLEN Spółka Akcyjna - General Terms and Conditions Rev. III/2012 6 December 2012,
    5. Appendix No. 5 - Amendments to Article 11 - Protection of Information to GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND PURCHASE OF GOODS AND PROVISION OF SERVICES of Polski Koncern Naftowy ORLEN Spółka Akcyjna - General Terms and Conditions for Purchase Rev. III/2012 6 December 2012
    6. Appendix No. 6 - Requirements connected with receipt of delivery of goods to a warehouse of PKN ORLEN S.A.
    7. Appendix No. 7 - Agreement on sending invoices in an electronic form.
11. The Contract was drafted in two identical copies, one copy for each Party.

In witness whereof, the Parties, represented by duly authorised representatives, signed the Contract on the date indicated in the preamble:

**On behalf of and for the Buyer: On behalf of and for the Seller:**

**………………………………………… …………………………………………**