|  |  |
| --- | --- |
| **ORLEN Spółka Akcyjna**  ul. Chemików 7  PL 09-411 Płock | **SELLER** |
| **CONTRACT No. 35XX** | |
| With reference to your offer we hereby award you this Contract for the Goods and/or services described herein.  In any correspondence, advances, invoices, please show our Contract number as stated above.  The Buyer declares being VAT active taxpayer registered for VAT purposes with registration number indicated in imprint on the first page of this Contract.  *The Seller declares that it is registered for the purposes of value added tax (VAT) in the territory of ... [insert the appropriate EU member state other than Poland] under the following VAT-EU number* | |
| Our ref. xx |  |
| Signatures:  …………………………………..  Of the Buyer  …………………………………..  Date | …………………………………..  Of the Seller  …………………………………..  Date |
| **ORLEN Spółka Akcyjna** with its registered office in Płock at the following address: ul. Chemików 7, 09-411 Płock, entered into the Register of Entrepreneurs kept by the District Court for Łódź – Śródmieście in Łódź, XXth Commercial Division–National Court Register under KRS no. 0000028860, NIP no. PL774-00-01-454, with fully paid-up share capital: PLN 1.451.177.561,25, Registration number BDO: 000007103. | |

# SUBJECT OF THE CONTRACT

The subject of the Contract is a delivery of Cetane Improver for fuels (hereinafter jointly called the “Goods”) and related services, technical assistance and fuel quality inspection actions are specified in Enclosure No. 4, the Buyer's Technical Requirements.

The Goods are designed to guarantee the properties of fuels as specified in the Enclosure No. 4 the Buyer's Technical Requirements.

The composition and quality of the Goods are to be in accordance with the Seller's Specification - Enclosure No. 5.

All costs connected with related services, technical assistance and fuel quality inspection are included in the Contract value and shall be borne by the Seller.

**Item Goods Annual Quantity Unit price** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Additive \_\_\_\_\_\_\_,00 T \_\_\_\_\_\_\_ EUR/1 T

The CN code of the product is \_\_\_\_\_\_, country of origin \_\_\_\_\_\_\_\_\_\_\_\_\_

Quality in accordance to Enclosure No. 5.

Packaging format : bulk (minimum quantity 20T each)

The unit prices specified above are valid until …………..

*DESCRIPTION OF THE PRICE VARIABLES*

The price in EUR/1 T shall be given with no decimal places.

The Seller is obliged to send all above mentioned prices, quotations and calculations in their official form.

The Goods is to be delivered in bulk, with the minimum quantity of 20 tons each./

.

*For the deliveries of the Package in bulk or in containers on DDP base (INOCTERMS 2020) to single/combined destinations the unit prices will be calculated in accordance to the conditions given in the Enclosure No. 2 – Price list for logistics, determined on the basis of unit prices concerning the location and delivered quantity.*

Total annual base Contract volume for ………… and ……………….. is ………… T. Volume flexibility on the Buyer's side: +/-30%. Moreover, the Parties shall have the right to agree, following separate negotiations, to change the volume by up to +50% under this Contract. Notwithstanding the above mentioned the total quantity to be purchased under this Contract cannot exceed the quantity stipulated in point 1 of this paragraph increased by +50%.

# OBLIGATIONS OF THE SELLER

* 1. The Seller shall provide the Buyer with a detailed packing list for each delivery. Each unit package shall be permanently marked with the net and gross weight and its capacity. The deliveries shall be performed in EMCS.
  2. In the case of move under duty suspension excise tax:

The Seller has the excise duty tax number \_\_\_\_*numbers of the seller*\_\_\_\_\_\_\_\_\_\_\_ and the tax warehouse number \_\_\_\_ *numbers of the seller* \_\_\_\_\_. The Seller shall move the Goods specified in the Art. 1 using EMCS. The Seller provides security on duties on moved Goods.

The Buyer shall purchase the products in the procedure of suspended excise duty. The Buyer's warehouse license number is PL44200039342 and warehouse keeper license number is PL44200038205. In case of the Goods’ delivery to Fuel Terminals the license numbers will be specified in the Purchase Order.

Move with the use of the duty suspension procedure shall be in accordance with the rules governing the taxation excise duty i.e. Council Directive 2008/118/EC of 16 December 2008 concerning the general arrangements for excise duty and repealing Directive 92/12/EEC.

* 1. In the case of movement in excise duty tax paid:

The Seller shall sell the Goods with excise duty paid. Movement shall be in accordance with the rules governing the excise tax, i.e. Commission Regulation Commission Delegated Regulation (EU) 2022/1636 of 5 July 2022 on a simplified accompanying document for the Intra-Community movement of products subject to excise duty which have been released for consumption in the Member State of dispatch.

* 1. SENT system – the monitoring system for road and rail transport of goods and trading in heating fuels in accordance with the Act on monitoring system for road and rail transport of goods and trading in heating fuels of 9 March 2017 (consolidated text: Journal of Laws of 2024, item 1218 as amended “Monitoring Act”). Additionally, in case of movement of goods listed in Monitoring Act, Parties agree to proceed in accordance to generally applicable legal provisions.

In the case of the transport of goods starting on the territory of the country (Poland), the Sending Entity (The Seller) is obliged, before the commencement of the transport of goods, to submit a declaration to the register, obtain a reference number for this declaration and provide this number to the carrier. In the case of delivery of goods within the meaning of the Act of 11 March 2004 on tax on goods and services (consolidated text: Journal of Laws of 2024, item 361 as amended), hereinafter referred to as "delivery of goods", the Sending Entity is also obliged to provide the reference number to the Receiving Entity (The Buyer) (Article 5 of the Monitoring Act).

In the case of transport of goods from the territory of a Member State or from the territory of a third country to the territory of the country (Poland), the Receiving Entity (The Buyer) is obliged, before starting the transport of goods within the territory of the country (Poland), to submit a notification to the register, obtain a reference number for this notification and provide this number to the carrier provided that the Seller shall provide this number to the carrier if the Seller is responsible for the organization of transport (Article 6 of the Monitoring Act). Additionally, in this case the Seller undertakes in relation to the Buyer to provide all necessary and real data and information on the time of loading, the start of the transport, required to implement the transport declaration to the SENT system by Receiving Entity (The Buyer) under the Act on monitoring. The Seller also undertakes to provide the necessary data regarding the carrier (if the Seller is responsible for the organization of transport).

The above provisions regarding SENT system apply in the case of deliveries of goods e.g. under the excise duty paid procedure and under the excise duty suspension procedure (without using system EMCS). In the case of moving goods under the excise duty suspension procedure (using system EMCS), the provisions of the SENT system do not apply.

The Buyer is entitled to claim compensation for direct losses arising as a result of non-performance or improper performance of this Contract on a general basis by reason of any violation of the Monitoring Act resulting from incorrect or incomplete information or failure to meet obligations of the Seller under this Contract.

* 1. The Seller is obligated to provide, before the first delivery, a reference samples (1l. each) in the volume of the Goodswhich will be valid during the term of the Contract in accordance to Art. 1.

The Buyer will check selected deliveries on compliance:

* *with reference sample delivered by the Seller;*
* *product Specification as per Enclosure No. 5.*

In case of non-compliance the Buyer has the right to reject the delivery. The Seller is obligated to deliver the compliant Goods latest within 3 working days.

In case of a necessity of changing the Goods formulation, the Seller has to provide the revised reference sample and the revised product specification before the first delivery of the revised formulations.

* 1. The Seller declares that he is familiar with the Regulation (WE) No. 1907 / 2006 - REACH and therefore commits himself to deliver to the Buyer exclusively such substances in their own, in mixture or in an article (if releasing them under normal or reasonably foreseeable conditions of use is intended) which meet all provisions of the above mentioned Regulation.

In reference to the above the Seller declares, that the delivered substances in their own, in mixture or in an article, constituting the subject of this order:

1. were registered according to the appropriate procedure set out in the REACH Regulation by: the producers or importers constituting preceding links in a supply chain, or the Only Representatives of producers (outside the EU); or
2. are exempted from registration requirement according to the Regulation (WE) No. 1907 / 2006 (REACH); or
3. are not subject to the Regulation (WE) No. 1907 / 2006 (REACH).

In case of infringing of the REACH provisions the Seller additionally commits himself to compensate for the damage suffered by the Buyer as a result of such a breach of the Regulation, and the Buyer has the right to:

a) return, at the Seller's cost, the Goods which fail to meet the requirements imposed by the provisions of the said Regulation

b) claim a refund of the price paid as well as the statutory interest charged by the Buyer from the pay-day to the day of refunding by the Seller

c) burden the Seller with the obligation of reimbursement of every expenses, costs, fines, penalties or other payments imposed by authorized bodies as a result of the Seller's breach of the provisions of the REACH Regulation

d) claim of the Seller the compensation for all damages suffered by the Buyer in relation to not fulfilling the provisions of the REACH Regulation by the Seller.

* 1. The Seller is obliged to deliver the Products in units specified in this Contract. In case of delivery in units different than specified in this Contract, the Buyer has the right to refuse acceptance of the delivery.
  2. In case of delivery treated as a local supply taxed in Poland, the Seller declares that it is an active VAT payer and has the following Tax Identification Number (NIP): ………..…  
     The provisions of point 2.14-2.15 below shall be applied accordingly.
  3. The Seller obliges to maintain the status of active VAT payer at least to the date of issued the last invoice for ORLEN. 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. If the Seller fails to notify ORLEN S.A. of it, the provisions of section 2.15 below shall apply as appropriate, except when the Seller, within 30 days of becoming aware of aforementioned removal, provides ORLEN S.A. with documents confirming that it has been registered back as a VAT payer.
  4. The Seller guarantees and is liable for correctness of applied VAT rates which means that should ORLEN S.A. right to settle the input VAT be challenged by tax authorities on the basis of the regulations according to which a given transaction is not subject to VAT or is exempt from VAT, the Seller – upon a written request of the ORLEN S.A. and within the time limit indicated in such request – shall correct the invoice properly and reimburse to the ORLEN S.A. the resulting difference within 21 days from the date of the receipt of this request. If the Seller refuses to issue a corrective invoice, the Seller shall return to the ORLEN S.A. an equivalent of the VAT paid as questioned by Tax Authorities on the basis of a debit note issued by the ORLEN S.A. within 21 days from issuance of such note. In any case, the Seller shall also return to the ORLEN S.A. an equivalent amount of sanctions, penalties, interest and other additional charges incurred by the ORLEN S.A. or charged by Tax Authorities, under the same conditions as specified in the foregoing sentence. The above provisions shall be also applied accordingly if ORLEN S.A. applies the VAT rate indicated by the Seller on the invoices documenting the delivery of goods to ORLEN S.A. for the sale of goods, and then it is disputed by the tax authorities. The Parties agree that the obligation described in this paragraph applies regardless of the termination, expiry or repeal or nullification of the legal effects of the Agreement.

# TIME OF DELIVERY

* 1. Maximum lead time for the delivery of the Goods is *….*working days starting after the delivery of each purchase order to the Seller, required delivery times of the Goods will be specified in individual purchase orders. In case of emergency, when the required delivery time will be shorter than *…..*working days, the Seller will attempt to comply with the Buyer’s needs and shorten the standard delivery time as much as technically possible.
  2. The hereby Contract defines general obligations of the Parties.

The Buyer does not grant the Seller exclusivity on delivery of Goods which are subject of the Contract. The deliveries of the Goods shall be executed by the Seller only on the basis of separate Purchase Orders placed by the Buyer in accordance to the set conditions of Purchase Orders and the Contract, subject to the condition that the Art. 1 of the General Terms And Conditions For Purchase Of Goods And Purchase Of Goods And Services of ORLEN Spółka Akcyjna (ORLEN S.A.) (OWZ Rev. III/2012 06.12.2012), shall not apply.

The Buyer reserves the right to place purchase orders for the Goods, of which total quantity specified in Art 1. may be less than the quantity specified in the Contract. In case of purchase of smaller quantities than the quantity specified in the Contact, the Seller shall not claim any compensation from the Buyer and the price shall not change.

The Buyer will submit Purchase Orders in reference to the Contract within the time frames of the Contract validity and on conditions in accordance to the contract. Each Purchase Order consist an integral part of the Contract.

This Contract does not obligate the Buyer to place orders for Goods offered by the Seller.

* 1. Detailed schedule for the deliveries will be elaborated mutually by the Parties. The third Buyer’s proposal is considered obligatory.

The deliveries shall be realized monthly on the base of written preliminary forecasted schedule till 25th day of a month before the month, when the deliveries should be realized. The exact delivery schedule will be given in a separate Purchase Order, submitted to the Seller latest 3 working days prior the expected delivery date.

On behalf of the Buyer electronic Purchase Orders shall be submitted to the Seller by an authorized representative of the Buyer.

* 1. The Buyer stipulates the right to conduct a chemical analysis and IR spectrum of the delivered product. In case of non-compliance of parameters with the specification, defined in Enclosure No. 5, the Buyer stipulates the right to return the product at the expense of the Seller.

The Seller shall deliver the Goods in accordance with the specification within 3 days of non-compliance being submitted.

* 1. In case of the supply of the Goods under suspension of excise duty, the Buyer confirms collection of the Goods using EMCS by the collection report, no later than within five days of collection of Goods in the tax warehouse.

# THE TERM OF THE CONTRACT

* 1. The Contract shall be valid from \_\_\_\_\_\_\_till\_\_\_\_ (“Termination Date”), unless sooner terminated.

The Contract can be extended by another 1 year’ time (12 months) if the Buyer gives the Seller a written notice (e-mail) that the term should be extended *one (1)* calendar month prior to the Termination Date.

* 1. The Contract may be terminated by the Buyer while maintaining (3) three months’ notice. In the case of Contract termination, the Parties shall still fulfil their obligations accrued before the Contract Termination Date.

# TERMS OF DELIVERY

DDP Płock, ORLEN S.A. ………….., ul. Chemików 7, 09-411 Płock, Poland acc. to INCOTERMS 2020.

If not specified otherwise in the Purchase Order unloading is possible on working days from Monday till Friday, between 8.00 a.m. till 4.00 p.m. (16.00).

The delivery should be advised to a person dedicated in the Contract as a contact person no later than 2 business days before the expected date of delivery. The notification should include Purchase Order number 45xxx; Item Name, information on the size, weight and packaging of the Goods as well as copies of the documents referred to above / and driver data (registration number of the car and trailer, brand of cars,

PESEL number or ID card number).

The following set of documents is to be enclosed to the Goods:

- specification of the Goods with total amount (specified in litres in 15 deg. Celsius and total weight in kilograms), measurements and containing of the packages and with the list of packages with their weights,

- Material Safety Data Sheet in polish language

- e-AD printed with an assigned reference number (ARC/EMCS) or a commercial document substituting the e-AD with an assigned reference number

- data on batch REFRACTIVE DISPERSION acc to. ASTM D 1218

- certificate of analysis with density in 15 degrees Celsius,

- transport documents (CMR).

- packing list

If deliveries are performed by truck, the Seller must absolutely include in e-AD as following:

• 16b – tractor number/ trailer no. respectively - always the first tractor number;

• 16d – Purchase order number in the format # 45XXX, always the last entry in this order.

• 16f – driver's full name in the # name and surname format, always the last entry in this position.

In case of non-full truck deliveries - deliveries should be made by dedicated truck. In case this is not possible, the Supplier is obligated to provide, at the latest, the day before delivery information on other products in the truck to obtain permission for entry.

The Buyer has the right to refuse the acceptance of delivery, if the certificate of analysis: is not attached to the Goods or is not submitted before the delivery;

is not complete or does not comply with product Specification, acc. to the Enclosure No. 2.

All the required documents shall be in Polish language, if possible. Otherwise, the documents shall be prepared in English language.

The Seller will send to the e-mail: XXXXX@orlen.pl (the Buyer's Procurement Department) the documents specified above and copy of the invoice, on the date of dispatch at the latest.

Marking of the delivery, in accordance to coordinates specified in the Purchase Order

Address,

Purchase Order 45XXX

Contract No 35XXX

Contact person:

Procurement Department

Contact person: XXXXX,

e-mail: XXXXXX@orlen.pl

phone: +48 24 XXX XX XX

The change of the representatives of the Parties does not constitute a change to the terms of the Contract and does not require an Annex for its validity, but only a notification to the other Party in writing.

# TERMS OF PAYMENT

6.1 Direct remittance after every partial delivery to the Seller's bank account within 60 days from the date of:

- proper fulfilment of the Subject of the Purchase Order;

- receipt by the Buyer of the original of the properly issued invoice called also VAT invoice;

- fulfilling all conditions of the Contract and Purchase Order.

The above mentioned 60 days' term starts after fulfilling by the Seller all of indicated above responsibilities jointly, starting from the date of fulfilling last of above mentioned responsibilities.

The value \_\_\_\_ EUR is an estimated value for quantity XXXX tons (XXX+30%) of the Goods acc. to Art.1. and depends on actual delivered quantity of the product and unit price described in Art. 1 supplied under the assumption that the maximum amount cannot exceed the amount of tons +30% as an option, that is XXX tons.

The payment for performance of the Purchase Order will be done in Euro. The actual value to be paid will be depending on the delivered quantity and the price in accordance with Art. 1.

6.2 Should it be necessary to issue a correcting invoice, the payment shall be made in accordance with the provisions in point 6.1 from the receipt of an appropriately issued correcting invoice together with necessary documents. The correcting invoice payment deadline cannot be earlies than the one provided for in the original/main invoice. The Seller will indicate the original/main invoice number on the correcting invoice.

6.3 The Parties agree that settlement of the delivered net quantity of the product in bulk shall be based on the weight declared by the Seller. The settlement of the delivered net quantity of the product in containers shall be based on the constant nett weight of the product in each container, as specified in   
Art. 1.

6.4 In case of a delivery weight of the particular delivery of the product as presented on the Seller's invoice and on the Buyer's weight report is within the range of plus/minus 0,4% by weight, the weight reported by Seller shall be final. In case of the difference exceeds 0,4% the Seller is obligated to issue the appropriate note for the difference.

6.5 In case of the Goods the above mentioned total net value shall not be increased by the amount of the appropriate VAT, excise or other local taxes.

Bank details should be specified on the invoice.

Properly issued invoice, in addition to the statutory requirements, should include the following information:

* + the number and the name / description of the goods with net unit price. Each item of the Purchase Order shall be specified on the invoice in the same way as in the Purchase Order,
  + The number of Buyer's Purchase Order,
  + The conditions and timing of payments under the Contract,
  + The correct and valid VAT identification number of the Seller (EU VAT number),
  + The declaration of release for free circulation in the EU, unless the statement is a separate document,
  + CN code of each good, country of origin.

The above information is strictly required by the Buyer.

Please, state the number of the Purchase Order on the invoice, as well as the name and surname of the person in charge, \_\_\_\_\_\_\_\_\_\_. Above indicated information is absolutely required by the Buyer.

Invoices should be sent as an electronic document in the form of PDF file to the dedicated e-mail address: [einvoice@orlen.pl](mailto:einvoice@orlen.pl), according to the Contract regarding the issue of electronic invoices signed by both Parties.

Should an invoice be incomplete or incorrect in any other way it will be returned for the correction. Neither interest due to delayed payment nor any other penalty will be charged in such case.

Pursuant to the provisions of Article 4c of the polish act, dated 8 march 2013, on Counteracting Excessive Late Payments in Commercial Transactions consolidated text: Journal of Laws of 2023 item1790 as amended ), ORLEN S.A. declares that it has a status of a large entrepreneur.

Copies of the documents specified in the prior Art. as well as another sort of correspondence should be sent directly to \_\_\_\_\_\_\_\_\_\_\_\_\_.

6.6 The settlement price shall be the price in force on the day the Purchase Order is issued. Purchase Orders will be issued within termination date.

6.7 Split Payment (to be applied if the purchase is taxed in Poland as a local supply and invoice includes the amount of VAT)

* 1. Contractual payment shall be made in the split payment mechanism referred to in the VAT Act of 11 March 2004 only to the bank account (indicated by the Supplier/Contractor) listed in a VAT taxpayer register kept by an appropriate authority (so-called: White List). It applies both PLN and foreign currency bank accounts.
  2. If the payment cannot be made in the manner indicated in clause 6.8. above due to:

1. the lack of the bank account number (indicated by the Supplier/Contractor) on the White List or
2. the Supplier/Contractor's failure to indicate the bank account number in PLN listed on the White List for the payment of part of the gross price corresponding to VAT (applicable to cases where the Supplier/Contractor has indicated the bank account in a foreign currency for the payment of the net price),

ORLEN S.A. shall be entitled to withhold the payment (for the Supplier/Contractor) of respectively: remuneration (in the case referred to in point (i) above) or the part of remuneration corresponding to VAT (in the case referred to in point (ii) above).

* + 1. In the case indicated in clause 6.9 above the payment shall be made within 7 working days from (respectively): the day following the day in which the Supplier/Contractor informs ORLEN S.A. about the appearance of its bank account number on the White List (in the case referred to in clause 6.9 point (i) above) or the day following the day of indication by the Supplier/Contractor to ORLEN S.A. the bank account number in PLN listed on the White List (in the case referred to in clause 6.9 point (ii) above).

The Parties agree that the occurrence of the circumstances referred to in clause 6.9 above releases ORLEN S.A. from the obligation to pay default interest for the period between the payment date specified in the Contract and the date of the payments referred to in clause 6.9.1 above made by ORLEN S.A. to the Supplier/Contractor.

1. **CONTRACT FULFILMENT**
   1. Any right or obligation arising hereunder is not assignable or transferable by any Party except of a written consent of the other. The Seller is to obtain a written consent of the Buyer prior to engaging any other parties in production of the ordered Goods or providing services.
   2. The Seller shall not be entitled to assign (transfer) any remuneration due under the Contract to any third parties without the Buyer’s (ORLEN S.A.) written consent or else any such assignment shall be null and void.
   3. The Buyer will regularly (once per quarter) check and assess the fulfilment of Seller’s contractual obligations by the evaluation of the following aspects:

The maximum number of points which can be achieved is 100. The Seller is to get feedback after each process of evaluation. In case of recognised areas for improvement the Seller will be given an opportunity to introduce corrective actions.

In case:

* there is no improvement after the given period of time aimed at corrective actions’ introduction;
* the number of points awarded for the assessment by the Seller is below 65% despite given time for improvement;
* the Seller failed to propose and/or introduce any corrective actions as a consequence of the performed assessment;

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Criteria** | **Aim** | **Weight** |
| 1 | Cooperation in terms of specified technical assistance, supervisory over fuel quality and package efficacy  Costs optimisation proposals and innovations.  Openness, for the technical cooperation, cost structure etc. | Fuel of expected quality  Immediate technical assistance  Openness (technical & financial)  Innovative ideas | 65% |
| 2 | Quality of delivered goods,  % reproducibility of IR spectrum for delivered goods. | product of good quality  IR - min. 98% reproducibility, | 15% |
| 3 | On time deliveries | 98% | 10% |
| 4 | Flexibility in terms of delivery time change, in accordance to buyers' needs | shift tolerance + 2 days | 5% |
| 5 | Deliveries completeness (including required documents (e.g. certificates)) | 99% | 5% |

7.4 The Buyer is entitled to terminate the Contract without further notice. The Seller shall not claim any compensation from the Buyer for the Contract termination.

1. **PROTECTION OF THE IMAGE OF ORLEN AND OF THE ORLEN GROUP**
   1. The Seller agrees to obtain prior written consent of ORLEN S.A. before placing company name, trademark or any other protected designation of ORLEN S.A. on its website, in a list of trading partners, brochure, advertisement and any other advertising and marketing materials. In such a case, the Seller shall submit to ORLEN S.A., together with the request for ORLEN S.A.’s consent, a draft version of the materials including such data.
   2. The Seller also agrees to obtain prior written consent of ORLEN S.A. before communicating any information related to this Contract to the mass media, including the press, radio, TV and the Internet. In such a case, the Seller shall submit to ORLEN S.A., together with the request for ORLEN S.A.’s consent, the contents of the information to be disclosed in such mass media.
   3. The obligation to obtain the consent referred to in Clause 1 and 2 above shall not apply to:

a. the use by the Seller of credentials received from ORLEN S.A., with the proviso that the waiver of the requirement to obtain the consent shall include only the Seller's right to submit such credentials together with a proposal made to a specific named addressee,

b. the compliance by the Seller being a public company with the disclosure requirements under laws and regulations applicable to such companies.

* 1. In the event of the Seller’s failure to comply or properly comply with the requirements of this Clause, ORLEN S.A. shall be entitled to demand payment of a contractual penalty of PLN 100,000 (one hundred thousand złoty) for each instance of such non-compliance. Payment of the contractual penalty referred to above shall be without prejudice to ORLEN S.A.'s right to seek additional compensation in accordance with generally applicable laws if the amount of losses exceeds the contractual penalty set out herein.

1. **FINAL PROVISIONS**
   1. The Buyer reserves the right to check independently, without a notice, quality and performance of the delivered package.
   2. Unless otherwise stated by mandatory imperative regulations, all the terms of alterations and supplements to the Contract shall be valid only after their confirmation in writing by both Parties under pain of nullity.
   3. The Parties shall maintain and shall ensure that their personnel maintain fully confidential all matters which are not in the public domain and which arise from or concern the Contract.

The Seller undertakes to keep confidential any and all reports, plans, agreements, as well as, any other information supplied by the Buyer in connection with this Contract and not to disclose any such information to any third party without the prior written consent of the Buyer. The information shall be deemed confidential irrespective of its designation and the form.

* 1. The provisions of the Contract shall have preference over any similar provisions of Enclosures or any other coherent documents and agreements. In case of conflict or contradiction between the Contract and other said documents or agreements the provisions of the Contract shall prevail.
  2. The Seller is obliged to fulfil, on behalf of the Buyer as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this Contract with the Seller, the information obligation towards natural persons employed by the Seller or cooperating with the Seller in the course of conclusion or performance of this Contract, without regard to the legal grounds of the cooperation, whose personal data were made available to the Buyer by the Seller in connection with the conclusion or performance of this Contract. The above obligation should be met by means of providing the persons with the information clause constituting Enclosure 6 to this Contract, with simultaneous compliance with the accountability principle.
  3. The Seller is obliged to hold, during the whole term of the Contract, a paid-up and valid civil liability insurance policy for business activity covered by this Contract (tort and contract) with the total insurance value of not less than 2,000,000 USD (say: two million USD) or its equivalent in another currency for one and all events during the insurance period, extended to include liability for damage caused by the product up to the full insurance value, and include liability for sudden and accidental environmental damage with the limit of not less than 1,000,000 PLN (in words: one million PLN) for one and all events. Vehicles used to perform this Contract must have valid civil liability insurance.

1. **HEALTH AND SAFETY**

Due to the fact that regulations on movement of persons and material movement as well as other guidelines arising from management of movement of persons and material movement are binding in ORLEN S.A., it is hereby resolved as follows:

The Seller shall be obliged to:

1. Familiarize persons employed to perform the Contract with provisions of the current regulations concerning personal and material movement in ORLEN S.A. and to oblige them to meet the provisions,
2. Familiarize persons employed to perform the Contract with provisions of the current regulations concerning Occupational Health and Safety in ORLEN S.A. and requirements for contractors performing works in the premises of ORLEN S.A. Production Plant in Płock and to oblige them to meet the provisions,

## The regulations and instructions are available at the connect.orlen.pl website.

# GENERAL TERMS

Except as supplemented the General Terms And Conditions For Purchase Of Goods And Purchase Of Goods And Services of ORLEN Spółka Akcyjna (ORLEN S.A.) OWZ Rev. III/2012 06.12.2012 which together with all remaining enclosures are integral part of this Contract as set out further on shall apply. In the event of contradiction between the Contract and OWZ Rev. III/2012 06.12.2012 this Contract prevails over General Terms.

Changes relating to representatives of the Parties, the change of the bank account of the Seller and the data required on the invoice shall be made in writing but there is no need to entering on the basis of an amendment to the Contract.

# ENCLOSURES

The enclosures specified below are integral part of the Contract.

Enclosure No. 1 – Buyer’s Technical Requirements

Enclosure No. 2 – Seller’s Technical Data Sheet

Enclosure No. 3 – Recommended treat rates

Enclosure No. 4 – Contacts

Enclosure No. 5 – General Terms And Conditions For Purchase Of Goods And Purchase Of Goods And Services of ORLEN Spółka Akcyjna (ORLEN S.A.) OWZ Rev. III/2012 06.12.2012

Enclosure No. 6 – General Data Protection Regulation

Enclosure No. 7 – Anti-corruption clause ORLEN

Enclosure No. 8 – Sanction clause

Enclosure No. 9 – MAR Regulation

Enclosure No. 10 – ORLEN Group clause

Enclosure No. 11 – Policy for accepting and giving gifts in the ORLEN Capital Group

Enclosure No. 12 – Protection of the image of ORLEN and of the ORLEN Group

Enclosure No. 1 – Buyer’s Technical Requirements

To be completed

Enclosure No. 2 – Seller’s Technical Data Sheet

To be completed

Enclosure No. 3– Recommended treat rates

|  |  |  |  |
| --- | --- | --- | --- |
| **The Cetane Improver** | **Recommended dosage rate in:** | | |
| **mg/kg (ppm m/m)** | **cm3/m3 (ppm vol)** | **mg/l** |
| **Manufacturing plant in Plock (MP)**  **Fuel** |  |  |  |

Average density at 15oC \_\_\_\_\_\_

Enclosure No. 4 – Contacts

## The following persons shall act as contact persons on behalf of the Seller:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Contact | Name | E-mail | Phone No. | Mobile phone No. |
| ***Deliveries Schedule*** |  |  |  |  |
| ***Technical matters*** |  |  |  |  |
|  |  |  |  |  |
| ***Business matters*** |  |  |  |  |
| ***Invoicing*** |  |  |  |  |
| ***Non-stop service centre*** |  |  |  |  |

## The following persons shall act as contact persons on behalf of the Buyer:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Contact | Name | E-mail | Phone No. | Mobile phone No. |
| ***Deliveries Schedule*** |  |  |  |  |
| ***Technical matters*** |  |  |  |  |
| ***Business matters*** |  |  |  |  |

Enclosure No. 5 – General Terms And Conditions For Purchase Of Goods And Purchase Of Goods And Services of ORLEN Spółka Akcyjna (ORLEN S.A.) OWZ Rev. III/2012 06.12.2012



**GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS**

**AND**

**PURCHASE OF GOODS AND SERVICES**

of ORLEN Spółka Akcyjna (ORLEN S.A.)

OWZ Rev. III/2012 06.12.2012

These General Terms and Conditions for Purchase of Goods or Purchase of Goods and Services of ORLEN Spółka Akcyjna (ORLEN S.A.) (hereinafter “General Terms and Conditions”), together with the Purchase Order and all of the appendices thereto, shall constitute a uniform Agreement between the Parties. All and any references to the Seller’s quotations or proposals, both binding and non-binding, shall not mean acceptance of any conditions or reservations provided therein save as explicitly stated otherwise in the Agreement. In the event of differences between the Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail.

These General Terms and Conditions are organised into articles, sections and headings for reference purposes only and this shall not affect in any way the meaning or interpretation of these General Terms and Conditions.

Definitions:

*“Buyer”* shall mean ORLEN Spółka Akcyjna (ORLEN S.A.) based in Płock at ul. Chemików 7, 09-411 Płock, entered into the National Court Register kept by the District Court for the Capital City of Warsaw, 14th Business Department, under KRS number 0000028860, Tax Identification Number (NIP): 774-00-01-454, VAT-UE: PL7740001454, share/paid-up capital: PLN 534 636 326.25.

*“Seller”* shall mean the operator with which the Buyer entered into the Agreement.

*“Purchase Order”* shall mean the Buyer’s request for Goods or Goods and Services, annexed with these General Terms and Conditions. Acceptance of the Purchase Order and General Terms and Conditions by the Seller shall result in the conclusion of the Agreement.

*“Agreement”* agreement concluded between the Seller and the Buyer, together with any annexes thereto and these General Terms and Conditions.

*“Goods”* tangible property (including any necessary equipment, additional materials, documentation and other) sold and delivered under the Agreement.

*“Services”* services provided additionally to the sale and delivery of Goods, where such services are necessary for their assembly, installation or preparation for use by the Buyer.

**Article I: Underlying Conditions**

1.1 The Seller and the Buyer can enter into the Agreement by any method, including by acceptance of the Buyer’s Purchase Order by the Seller. Except as provided otherwise in the Purchase Order, the Purchase Order shall be considered accepted if a copy thereof, signed by persons authorized to do so on behalf of the Seller, is sent within 7 business days as from the date of receipt of the Purchase Order. The acceptance of the Purchase Order shall mean acceptance of all and any amendments and additions to the Seller's quotation as made by the Buyer and it shall have the same effects as conclusion of the Agreement according to the terms and conditions set out in the Purchase Order and herein.

The Seller represents that the person signing the Purchase Order is authorized to do so on behalf of the Seller.

Except as otherwise provided in mandatory rules of law, the Purchase Order may be accepted by the Seller by a directly submitted written statement, provided that the Buyer is notified thereof by fax or by e-mail before the statement is sent.

**Article II: Deliveries**

2.1 The Seller shall immediately notify the Buyer of any situation which might alter the date of delivery of the Goods or Goods and Services. However, the notification shall not release the Seller from any of its obligations under the Agreement. The Buyer shall have the right to carry out at its own expense an inspection in order to verify progress in the delivery. The Buyer shall inform the Seller of any such inspections at least 5 days in advance.

2.2 At the latest within 7 days prior to the scheduled date of shipment, the Seller shall send to the Buyer a delivery notice with the following details: number of the Purchase Order, method of delivery and expected date of shipment, delivery note showing the number, weight, dimensions and description of the content of packing units as well as all and any directions necessary for proper transport and unloading of the Goods.

2.3 The following documents should be delivered together with the Goods (regardless of the documents for financial settlements between the Parties, sent by the Seller by post):

– copy of the invoice (it may also be sent within 7 days as from the date of sale),

– delivery note showing the number, weight, dimensions and content of packing units,

– complete technical documentation necessary for proper installation of the Goods at the place of use and their proper start-up, working and operation, including e.g. construction and assembly drawings showing any necessary details of the mechanical, control and measuring, electrical parts, etc.,

– certificates of material, certificates of analyses, tests and approvals as required in accordance with the law applicable in Poland and in the European Union,

– directions for proper storage of the Goods.

2.4 The date of delivery means the date when the Goods are transferred to the Buyer at the location specified in the Agreement or General Terms and Conditions as confirmed by the Buyer in the form of an acceptance and delivery report or another document proving the successful delivery and transfer of the Goods.

2.5 All and any changes to the contractually agreed date of delivery must be approved by the Buyer in writing or otherwise they shall be invalid.

2.6 Partial deliveries, except as otherwise provided in the Agreement, must be approved by the Buyer in writing. In the event of partial deliveries, except as otherwise provided in the Agreement, the date of delivery shall mean the date when the last partial delivery is made (transferred to the Buyer).

2.7 The Goods shall be considered non-delivered unless all and any documents necessary for shipment as well as any required documentation and certificates are furnished to the Buyer in the manner agreed in the Purchase Order so that they can be consulted by the Buyer.

2.8 Except as otherwise provided in the Purchase Order, in the event of imported Goods, the Seller shall be responsible for placing the Goods on the market within the customs territory of the European Union in compliance with the existing law and providing the Buyer with documents proving customs clearance, payment of customs duties and import VAT. It shall be acceptable for the Seller to submit a statement to the effect that customs clearance has been obtained and the Goods are in free circulation in the European Union and customs duties and import VAT have been paid on an invoice proving successful delivery of the imported Goods or on an invoice proving intra-Community delivery of the Goods.

2.9 Except as otherwise provided in the Purchase Order, in the event of the Goods delivered from the European Union, the Seller shall be required to meet all and any requirements under the existing European Union law, especially those related to INTRASTAT, VAT and excise duty.

2.10 In the event that the Goods are delivered as part of intra-Community trilateral deliveries, the Seller shall be required to inform the Buyer (in written or electronic form) – before the date of the first delivery of the Goods – about its intention to use the simplified VAT procedure.

2.11 In the event that the delivery of the Goods or Services makes it necessary for the Seller to have access to the Buyer's manufacturing site, the Seller shall read and comply with provisions in the extract from the currently applicable version of the Regulation on the pedestrian traffic rules in ORLEN S.A. as annexed to the Agreement. In the event that the Seller fails to observe and comply with the provisions in the provided extract from the Regulation, the Seller shall pay a contractual penalty prescribed for a given type of non-compliance as specified in an appropriate section of the Instruction on pedestrian traffic in ORLEN S.A.

2.12 In the event of delayed delivery of the Goods or Services for reasons other than a Force Majeure Event, the following provisions shall apply respectively:

2.12.1 The Seller shall pay to the Buyer a contractual penalty equal to 0.3% of the net value of the Goods delivered after the agreed date of delivery per each day of 10 first days of the delay. The contractual penalty for each subsequent day as from the 11th day of the delay shall be equal to 0.5% of the net value of the Goods per day.

The total amount of the contractual penalty for delayed delivery shall not exceed 20% of the net value of the Goods delivered late. In the event that the Goods or Services delivered late form an integral part of the subject-matter of the Agreement and their late delivery makes it impossible for the Buyer to use any delivered Goods, the contractual penalty shall be calculated against the total net value of the Agreement.

2.12.2 The Buyer shall have the right to consider the Agreement as non-performed and exercise its rights under section 2.13.

2.13 If the Seller fails to perform the Agreement, the Buyer shall also have the right to immediately terminate the Agreement and to exercise jointly or individually the following remedies:

2.13.1 charge a contractual penalty equal to 20% of the value of non-delivered Goods or Services,

2.13.2 demand the Seller to pay the costs of a so-called substitute agreement with a third party. The substitute agreement shall be delivered provided that it involve purchasing specific products with a clearly stated type / version or Services which can be delivered by a third party. In such case the Buyer shall – at its absolute discretion – enter into an appropriate agreement with a third party and retain the right to demand the Seller to pay the contractual penalty and remedy any damages incurred by the Buyer due to the delay. The Seller undertakes hereby to reimburse the Buyer for the costs of deliveries under the substitute agreement. The Seller shall pay these costs based on a debit note issued by the Buyer. The account note shall be issued by the Buyer based on an invoice received by the Buyer from the third party.

2.14. If the circumstances show that the Seller fails to deliver the Agreement within the agreed time limit, the Buyer shall be entitled to immediately terminate the Agreement. This right shall be exercisable up to the expiry of the time limit for delivery as specified in the Purchase Order.

**Article III: Payments**

3.1 Except as provided otherwise in the Purchase Order:

– the price in the Purchase Order is a fixed lump-sum price,

– the price in the Purchase Order is a net price for the Goods or Goods and Services. The Seller based in the Republic of Poland shall at all times increase any invoiced amounts by the amount of goods and services tax (VAT) in accordance with the applicable rules of law. The Seller based outside the Republic of Poland shall not charge any national VAT taxes or other similar taxes.

– Payments shall be made by bank transfer within the time limit prescribed in the Purchase Order as the number of days from the date of receipt of a properly issued invoice by the Buyer, together with an acceptance and delivery protocol signed by both parties or another document proving successful delivery of the Goods, to the Seller’s bank account specified in the invoice. – The date of payment shall mean the date when the amount due is debited from the Buyer’s account.

– In the event that the Goods or Goods and Services are not fully delivered in accordance with Article I hereof, the Buyer shall be entitled to withhold payments until the Seller fulfils all and any obligations falling into the scope of the Agreement. The time limit for payment specified in the Purchase Order shall run from this date. This does not limit the Buyer’s right to enforce the provisions of Article II hereof.

– If the delivered Goods are revealed to be damaged, incomplete or otherwise defective following their acceptance and unpacking, the Buyer shall be entitled to withhold payments until the Goods are replaced with non-defective Goods.

– In the event of Purchase Orders submitted to national Sellers in currency other than PLN, the amount of the payment shall be equal to the value of the Purchase Order converted to PLN according to the average exchange rate of the National Bank of Poland (NBP) published on the day preceding the date of invoice and increased by the amount of VAT (the exchange rate and number of the conversion table should be specified in the invoice).

**Article IV: VAT and Invoices**

4.1 A properly issued invoice shall comply with any statutory requirements and contain the following information:

– amount of Goods (type of Services), net and gross unit prices for each item. Each item in the Purchase Order should be specified in the invoice in the same way.

– name / description of the Goods (Goods and Services) or reference to appropriate items in the specifications annexed to the invoice,

– number of the Buyer’s Purchase Order,

– terms and deadline of payment in accordance with the Agreement,

– information about the prohibition of assignment of the remuneration due under the Agreement,

– in the event of deliveries from the European Union – appropriate and valid VAT-EU number of the Seller,

– statement referred to in Article II (2.8) hereof, except as the statement is provided as a separate document,

– CN code,

– additional information as indicated in the Purchase Order.

4.2 Invoices shall be sent:

– in the form of a single-page document printed on continuous white paper, filled out in type, without any handwritten annotations, unnecessary stamps and marks,

– in an envelope marked “FAKTURA” to ORLEN S.A., ul. Chemików 7, 04-411 Płock.

4.3 The Buyer represents that it is an active VAT payer assigned the following Tax Identification Number (NIP): 4.3-774-00-01. The Buyer’s European Tax Identification Number for intra-Community transactions (VAT-EU no.) – PL7740001454.

4.4 The Seller represents that it is an active VAT payer assigned a Tax Identification Number (NIP) and the Buyer shall be informed of this number by the date of the Purchase Order / or is exempt from VAT and the Buyer shall receive appropriate supporting documents to this effect before the date of the Purchase Order. The Seller shall provide its European Tax Identification Number for intra-Community transactions (VAT-EU) for each and every Purchase Order.

4.5 The Buyer shall authorise the Seller to issue invoices without the signature of the person authorised on behalf of the Buyer.

4.6. The Seller shall not be entitled to assign (transfer) any remuneration due under the Agreement to any third parties without the Buyer’s written consent or else any such assignment shall be null and void.

4.7 By issuing a VAT invoice, the Seller represents that it is authorised to do so in accordance with the tax regulations on VAT invoices. In the event that the Seller is a national operator, the Seller guarantees and bears responsibility for the correctness of the applied VAT rates which means that if the tax authorities question the Buyer's right to make a tax deduction due to the fact that a given transaction is not subject to taxation or has been exempt from taxation in accordance with the relevant regulations, the Seller, as and when requested by the Buyer, shall correct the VAT invoice and reimburse the Buyer for the resulting difference within 30 days as from the date of delivery of the request.

In the event that the Seller refuses to correct the VAT invoice, the Seller shall reimburse the Buyer for the equivalent of the VAT amount questioned by the tax authorities, and this reimbursement shall be made based on an accounting note issued by the Buyer and within 30 days as from the date of delivery thereof to the Seller.

Whatever the case, the Seller shall also reimburse the Buyer for the equivalent of any penalties, interest charges, sanctions and any other additional fees incurred by the Buyer or demanded from the Buyer by the tax authorities, and this reimbursement shall be made as described in the preceding sentence.

4.8 In the event that the Seller is a national operator, the Seller shall keep a record of invoice copies to prove and support transactions, which for the Buyer form the basis for reducing the amount of output VAT by the amount of input VAT as at the date of delivery of the Goods or Services. In the event that the Seller fails to comply with this requirement or in the event that the Seller’s invoice copy differs from the original submitted to the Buyer, is incorrect for formal, legal or substantive reasons, the Seller shall reimburse the Buyer for the total damage incurred due to the tax obligation, including any sanctions and interest charges imposed on the Buyer by the tax authorities in amounts arising from the decision of the tax authorities.

**Article V: Intellectual Property Rights**

5.1 The Seller guarantees that there are no patents or other industrial property rights, copyrights and other related rights or third-party know-how in force which could be infringed by the Buyer by using or disposing of the purchased Goods.

5.2 The Seller undertakes hereby to defend and hold the Buyer harmless from and against any third-party claims or objections due to infringement of the rights referred to above and to pay all and any costs (including attorney costs) and compensations awarded to be paid by the Buyer, provided that the Buyer shall immediately notify the Seller of any such claims and demands arising therefrom and that the Seller shall have an opportunity and right to clarify at its own expense any such claims and demands and to defend or control defence from and against any third-party claims.

5.3 If it is provided in the Purchase Order that the Agreement includes also delivery of documentation and transfer of copyrights to the documentation that should be considered a work in accordance with the Copyrights Act, the following shall apply:

5.3.1 The Seller shall provide documentation specified in the Purchase Order (hereinafter the “documentation”).

5.3.2 The Seller represents and guarantees that it shall be the owner of proprietary copyrights to the documentation and that these rights shall not be restricted or encumbered in any way with any third-party rights.

5.3.3 As soon as the documentation is provided, the Seller shall transfer to the Buyer, as part of the remuneration specified in the Purchase Order, all and any proprietary copyrights and related rights without any time-limits or territorial limitations on the use of the documentation using any forms of exploitation known as at the date of the Purchase Order.

5.3.4. The transfer of proprietary copyrights and related rights without any time limits and territorial limitations shall cover the following forms of exploitation;

– recording the documentation on any data carriers known as at the date of the Purchase Order and using any technique known as at the date of the Purchase Order;

– multiplying the documentation using any technique known as at the date of the Purchase Order on any data carriers known as at the date of the Purchase Order;

– publishing the original or copied documentation in any form and without any limitations,

– recording in computer’s memory,

– publishing in and distributing via computer networks, including the Internet and intranet,

– leasing and lending,

– publishing in the form of brochures, publications, leaflets and folders or any other industry-related presentations.

5.3.5 The transfer of proprietary copyrights shall also include consent to exercise derivative copyrights and authorisation of the Buyer to give consent for such derivative rights to be exercised by third parties with respect to the forms of exploitation referred to in section 5.3.4 above.

5.3.6 To the extent allowed by separate regulations, the Seller agrees that the Buyer shall be entitled to modify and to correct the documentation.

5.3.7 The Parties agree that the documentations shall be used by the Buyer or any operators authorised by the Buyer to do so.

5.3.8 In the event that a third party raises a claim towards the Buyer about the infringement of copyrights to the documentation falling into the scope of the Agreement which have been transferred to the Buyer in accordance with this Agreement, the Seller shall defend and hold the Buyer harmless from and against any such third-party claims.

5.3.9 The Seller shall provide – in an explicit and legible manner – each and every page of the documentation, including pages with drawings, with the following wording: All and any copyrights and related rights to this documentation are owned by the Buyer.

5.3.10 The delivered documentation shall be prepared in Polish or also in English, if required so in the Purchase Order, and additionally in electronic format.

**Article VI: Acceptance of Goods and Services**

6.1 The Goods should be inspected by the Buyer immediately following their delivery, unless the acceptance procedure is carried out at a later date as specified in the Purchase Order on account of the intended use of the Goods and the fact that they must be stored in the original packaging. The delivery of the Goods shall be confirmed in the form of an acceptance-delivery report or another document proving successful delivery of the Goods. The Seller shall have a right to participate in the acceptance procedure at its own expense, provided that the Buyer is notified in advance of the Seller’s intention and at latest on the day of shipment, except as provided otherwise in the Purchase Order.

6.2 The Seller shall be responsible for delivering the Goods in accordance with the shipment specifications and invoice sent together with the Goods. In the event of any non-included items, they shall be delivered to the Seller DDP "Buyer’s warehouse or another location specified by the Buyer” in accordance with INCOTERMS®2010, except as the Buyer decides otherwise. The Seller shall bear all and any costs of delivery of such items.

6.3 Failure to make any claims about defects of the Goods in the acceptance-delivery report or another document proving successful delivery of the Goods shall not mean a waiver of the right to assert such claims at a later date, if such defects are only revealed following the acceptance procedure or concealed by the Seller in a deceitful manner.

**Article VII: Force Majeure**

7.1 Neither Party shall be held responsible for non-performance or improper performance of the Agreement or for any losses caused by a Force Majeure event.

7.2 The fact of the Force Majeure event and its impact on the performance of the Agreement and any damage resulting therefrom must be evidenced by the Party claiming the existence of the Force Majeure event and confirmed by the other Party.

7.3 The Force Majeure events shall include all and any external events unforeseeable at the time of conclusion of the Agreement and beyond the control of either Party, and specifically wars, terror attacks, riots, natural disasters, accidents, decisions of governmental authorities or any other acts of God which cause contamination, chemical or radioactive poisoning of persons, immovable or movable property, and natural calamities.

The time when these events continue to be in existence shall be appropriately reflected in the schedule.

If these events continue to be in existence for more than 3 months, both Parties shall agree new terms and conditions of their cooperation.

7.4 The Party unable to meet its obligations due to the Force Majeure event shall be required to:

7.4.1 immediately inform the other Party thereof at latest within 7 days as from the date of such event,

7.4.2 provide reliable evidence thereof.

When the Force Majeure event is no longer in existence, the other Party shall be immediately notified thereof, however, at latest within 7 days. Failure to comply with the requirements referred to above shall be a waiver of the right to claim the Force Majeure event.

7.5 In the event of justified claim of the Force Majeure event and lack of possibility of further implementation of the Agreement due to the Force Majeure event, the Buyer shall pay the Seller for the Goods or Services delivered by the date of the Force Majeure event and the payment shall be calculated in accordance with the rules specified in the Agreement.

**Article VIII: Guarantees**

8.1 The Seller guarantees that the Goods delivered under the Agreement shall comply with specifications, drawings and any other requirements referred to in the Agreement and they shall be brand-new, not second-hand, of good quality and suitable for its intended use described in the Agreement, properly designed, adequately carried out of appropriate materials, defect-free and comply to a satisfactory extent with technological requirements set out in the Agreement.

8.2 The Seller guarantees that the Goods shall be carried out and – if provided so in the Agreement – assembled/installed in accordance with the rules of law, fire protection and occupational health and safety regulations, Polish Standards as well as UDT/PED regulations and standards applicable in the European Union.

8.3 Except as otherwise provided in the Agreement, the guarantee shall remain valid for a period of 24 months as from the date when the Parties sign an acceptance-delivery report or another document proving successful delivery of the Goods or start-up/installation report in the case of delivery of Goods and Services.

8.4 The Buyer shall have a right to lodge a complaint about the Goods as soon as any defects of the Goods are revealed. The Seller shall inform the Buyer – within 2 days as from the date when it is informed about the defects – about measures taken or to be taken as well as the time needed to remove the defects.

8.5 Pursuant to this article the Seller shall be required to immediately repair or replace the Goods or any damaged parts thereof at its own expense, including the costs of deinstallation and re-installation, costs of travel and accommodation for the Seller's dedicated personnel. Items replaced or to be replaced by the Seller shall remain at its disposal Ex Works “Buyer’s warehouse” or at another location specified by the Buyer (INCOTERMS®2010). New items replaced shall be delivered DDP “Buyer’s premises or another location specified by the Buyer” (INCOTERMS®2010).

8.6 If it is necessary for the Seller to carry out an inspection prior to starting repairs or replacement, the Seller shall carry out any such inspection at its own expense and as soon as possible, however, at latest within 3 business days (excluding Saturdays) as from the date when the complaint is received and the Buyer is informed accordingly.

8.7 If the Buyer’s complaint about the quality of the Goods is not accepted by the Seller, then results of analyses of the Goods carried out by an independent laboratory selected by both Parties shall be final and binding. The costs of such analyses shall only be borne by the Buyer if the complaint is shown to be unjustified.

8.8 The Buyer shall also have a right to repair and replace parts on its own or through a third party in the event that the repairs are minor or necessary to avoid any further damage or must be carried out immediately due to another important reason. The provision in the preceding sentencing shall only apply if the Seller is informed thereof in advance.

8.9 If the Seller – being informed about the defect – fails to take immediate measures to remove the defect within the time limit prescribed by the Buyer, the Buyer shall have a right to take any necessary steps to remove the defect at the cost and risk of the Seller. However, this shall not release the Seller from any of its contractual obligations.

8.10 The Seller’s guarantee for the Goods or any parts thereof, repaired or replaced in accordance with this article, shall be extended to include 24 months as from the date of repair / replacement.

8.11 The guarantee is without prejudice to the Buyer's rights under the warranty for physical or legal defects of the Goods or Goods and Services.

**Article IX: Services**

9.1 The Agreement for supply of Goods can also include an obligation to deliver Services which are specifically delivered by the Seller at the Buyer's premises. Except as otherwise provided in the Purchase Order, it shall be assumed that:

– The value of the Services is included in the price of the Goods as specified in the Purchase Order.

– All and any additional costs related to the Services delivered by the Seller, such as costs of accommodation, travel and insurance for the Seller’s personnel, etc., shall be borne by the Seller.

9.2 In the case of foreign Sellers, the Buyer shall have a right to reduce the payment made to the Seller by the amount of withholding tax if required to do so in accordance with separate rules of law effective as at the date of payment. To apply tax exemption or a specific rate of withholding tax in accordance with double taxation avoidance agreement between Poland and the country where the Seller is based (residence for tax purposes), the Seller shall provide the Buyer – together with the first invoice, however, at latest within 5 business days in advance of the deadline for the first payment – with a valid original certificate of residence (i.e. certificate of the Seller’s residence for income tax purposes issued by competent tax authorities). In the event that the Seller fails to furnish the certificate of residence within the time limit specified in the preceding sentence, the Buyer shall be entitled to reduce the payment to be made to the Seller by the amount of withholding tax at a rate prescribed in separate Polish tax regulations.

9.3 The Buyer accepts that information provided in the certificate of residence provided by the Seller is true, accurate and correct and the certificate is issued in accordance with appropriate rules of law and by competent authorities. Where, by reason of any defects, errors, omissions or inaccuracies of information provided in the certificate, the Buyer shall have to pay the tax in excess of the tax amount withheld from the Seller or the Buyer shall be subject to any penalties, interest charges, sanctions, etc. due to a lower amount of withholding tax than the amount due or failure to withhold the tax despite the obligation to do so, the Seller shall reimburse the Buyer for the amounts of such tax as well as any penalties, interest charges, sanctions, etc. imposed on the Buyer by tax administration authorities. In the event of foreign Sellers exempt from income tax (especially commercial partnerships), to have such payment non-taxed in Poland or to apply the rate of withholding tax in accordance with an appropriate and effective double taxation avoidance agreement, the foreign Seller shall have to furnish a valid original certificate of residence for each of the partners. Foreign Sellers exempt from income tax shall also have to furnish a list of all partners entitled to such payments, together with a description how the payments are to be allocated to the partners. In the event of changes to the facts in a given certificate, the foreign Seller shall furnish a valid original certificate of residence or valid original certificates of residence for each of the partners in any subsequent calendar year in which it is to be paid for the Services. If there are no changes to the facts in a given certificate, the foreign Seller shall submit a statement / furnish partners’ statements, in accordance with the template provided by the Buyer, that the facts in a given certificate have not changed.

The Buyer accepts that information given in the certificate of residence provided by the Seller is true, accurate and correct and the certificate is issued in accordance with appropriate rules of law and by competent authorities. Where, by reason of any defects, errors, omissions or inaccurate information in the certificate, the Buyer shall have to pay the withholding on the payment or in excess of the amount withheld from the Seller or the Buyer shall be subject to any penalties, interest charges, sanctions, etc. due to a lower amount of withholding tax than the amount due or failure to withhold the tax despite the obligation to do so, the foreign Seller shall reimburse the Buyer for the equivalent of the tax as well as any penalties, interest charges, sanctions, etc. imposed on the Buyer by tax administration authorities.

9.4 In the event that the Buyer is required to account for VAT in accordance with the rules of law, then the foreign Seller based outside the Republic of Poland shall provide the invoice for the Services with the following wording: “reverse charge procedure”. The Buyer shall account for VAT in accordance with the procedure.

9.5 The Buyer represents that the Services delivered by the Seller based in the Republic of Poland are not purchased for personal purposes of the Buyer’s employees and that the Services are purchased for the Buyer’s registered office (fixed place of business) located in Poland.

9.6 An acceptance and delivery report shall be prepared to confirm successful completion of the Services by the Seller. The provisions of Article VI shall be applied accordingly.

9.7 The Seller shall be required to provide personnel with qualifications suitable for proper and punctual delivery of the Services.

9.8 The Seller shall be required to obtain written consent of the Buyer to hiring subcontractors to perform the Services. If the Seller fails to comply with this obligation and entrust the Services to a subcontractor which is not approved by the Buyer, it shall be considered serious breach of the Agreement and the Buyer shall be entitled to:

a. withdraw from the Agreement for reasons attributable to the Seller. The Buyer can exercise this right up to the expiry of the time limit for delivery as specified in the Purchase Order.

b. exercise the rights referred to in section 2.13.2 of the General Terms and Conditions.

9.9 If it is necessary for the Seller's personnel and the Buyer's personnel to work together to complete the Services, the Seller shall be responsible that the Seller’s personnel gives correct guidelines and instructions. Major instructions on assembly / services should be given by the Seller’s personnel in writing.

9.10 The Seller shall be fully responsible for any damage and losses caused by the personnel providing the Services or any improper guidelines and instructions given by the Seller's personnel.

9.11 The Seller guarantees that the Services shall be carried out properly and in accordance with the Agreement. In the event that any defects are revealed within 24 months as from the date of completion of the Services, the Seller shall be required to remove them immediately at its own expense. For defects of the Services in the form of specific results, the Seller shall be liable under warranty as under a contract for specific work.

9.12 The Seller shall be required to fully insure its employees for the time when the Services are carried out on the premises of the Buyer. The Seller shall also assume the risk for any consequences and claims relating to:

– accidents of the Seller’s personnel during the performance of the Services,

– damage and losses caused by the Seller’s personnel and incurred by third parties,

– damage or destruction of tools and other equipment owned or used by the Seller or its personnel.

9.13 The Seller shall be required to and responsible for meeting any formal requirements, notifying competent administration authorities, obtaining any necessary approvals and consents, paying any taxes and social insurance contributions related to the employment of the Seller's personnel to carry out the Services on the Buyer's premises.

9.14 The Seller’s personnel shall be required to comply with the rules and regulations applicable on the Buyer's premises.

9.15 The provisions of these General Terms and Conditions for Delivery of Goods shall apply accordingly to the Services to the extent not regulated hereunder.

**ARTICLE 8: Liability**

10.1 The Seller shall release the Buyer from the obligation to make any payments to any third parties due to any bodily injuries or environmental damage caused by the Goods or during its use due to the defects of the Goods or Services.

10.2 In the event that the damage suffered by the Buyer due to the violation of the Agreement by the Seller is greater than the amount of any stipulated contractual penalties for the violation, the Buyer shall have a right to enforce a claim in that regard based on general rules provided for in Polish general law.

10.3 In the event that the Seller is liable to pay the contractual penalties referred to in the Agreement or causes damage to the Buyer, the Seller shall pay any such contractual penalties by bank transfer within 14 days as from the date of issue of an accounting note (debit note) by the Buyer. The Buyer shall also be entitled to reduce the payment due under the Agreement by the amount of the contractual penalties or compensation to be paid by the Seller. The Buyer shall issue a debit note for the amount of the contractual penalties and the debit note shall form the basis for the deduction.

**Article XI: Confidentiality**

11.1 The Protected Information of ORLEN Spółka Akcyjna shall include information which has not been disclosed to the public and:

* + 1. information subject to protection in accordance with the rules of law,
    2. designated as confidential by a person authorised by the Buyer to provide such information,

which undermine or might undermine the interests of the Buyer if used, provided or disclosed to an unauthorised person,

The confidential information shall in particular include information defined as confidential in accordance with the following acts:

* Personal Data Protection Act of 10 May 2018 (consolidated text: Journal of Laws of 2019 , item 1781 , as amended),

Personal Data Protection Act shall apply to the protection of natural persons in relation to the processing of personal data to the extent set out in Article 2 and Article 3 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119 of 04.05.2016, p. 1), hereinafter referred to as ( "Regulation 2016/679").

Personal Data – all and any information defined in Article 4 p.1) the Regulation 2016/679. Personal Data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person;

* Counteracting Unfair Competition Act of 16 April 1993 (consolidated text :Journal of Laws of 2022, item 1233, as amended)

Company Secret of ORLEN S.A. – a company secret as defined in Article 11 of the Counteracting Unfair Competition Act of 16 April 1993, relating to technical, technological, organisational and financial or other information which has not been disclosed to the public and has business value for the Company and which is included in the Confidentiality Policy of ORLEN S.A. in order to keep it secret and confidential, and which undermine or might undermine the interests of ORLEN S.A. if used, provided or disclosed to an unauthorised person (Company Secrets of ORLEN S.A. shall be marked as "COMPANY SECRET" or “COMPANY SECRET OF ORLEN S.A.”.).

Trading in Financial Instruments Act of 29 July 2005( consolidated text: Journal of Laws of 2023 , item 646, as amended )

11.2 The Seller shall be required to keep the Protected Information of ORLEN S.A. referred to in section 11.2 secret and confidential, and in the event that it is necessary for the Seller to provide the Buyer with information subject to protection in accordance with the rules of law, referred to in section 11.1.1., the Buyer – within 14 days as from the date when the Seller is notified by the Buyer of such circumstances – shall enter with the Seller into a separate confidentiality agreement concerning the protection of such information in accordance with the rules of law and internal regulations of the Buyer (this provision does not apply to Personal Data processing), provided by the Buyer.

11.3 This Agreement does not include entrusting the processing and providing access to the Personal Data. In the event that it is necessary to provide or disclose Personal Data, the Parties shall be required to enter into a written agreement concerning the providing, processing or disclosing Personal Data. As of this moment the Parties shall not be authorised to process such information.

11.4 In the event that it is necessary to exchange the Protected Information referred to in section 11.1 hereof in electronic format, the Buyer shall allow providing such information by e-mail or electronic data storage devices after the Parties amend the Agreement to include appropriate provisions stipulating in detail the scope of liability and security rules related to such exchange.

11.5 The Buyer and the Seller shall refrain from disclosing any information, publications or press releases relating to the Agreement without prior consent of the other Party.

11.6 In the event that the Seller fails to comply with the requirements referred to in sections 11.2 – 11.5, the Buyer shall be entitled to charge a contractual penalty equal to 10% of the net value of the Agreement per each non-compliance event. The above provisions do not preclude either Party from seeking compensation based on general rules.

11.7 Notwithstanding section 11.7 above, the Buyer reserves the right to immediately terminate the Agreement if the Seller fails to comply with the requirements set out in this section. This right shall be exercisable up to the expiry of the time limit for delivery as specified in the Purchase Order.

**Article XII: External Communication**

12.1 The Seller shall obtain prior written consent of ORLEN S.A. to place the company’s name, ORLEN S.A.’s trademark or logo on its website, list of business partners, in brochures, advertisements and any other advertising and marketing materials. In such a case, the Seller shall provide ORLEN S.A. – together with a request for approval – draft versions of materials in which such information would be placed.

12.2. The Seller shall also request written consent of ORLEN S.A. to the delivery of any information related to the Purchase Order to mass media, such as press, radio, TV, Internet. In such a case the Seller shall provide ORLEN S.A., together with the request for consent, the press release to be delivered to such mass media.

12.3. In the case of non-compliance or improper compliance with the requirements referred to herein, the Buyer shall be entitled to charge a contractual penalty equal to PLN 100 000 (PLN one hundred thousand) per each case of non-compliance. The payment of the contractual penalty referred to above shall not preclude ORLEN S.A. from seeking a supplementary compensation based on general rules in the event that the amount of the damage incurred exceeds the stipulated amount of the contractual penalty.

**Article XIII: Miscellaneous**

13.1 All disputes arising between the Seller and the Buyer in connection with the supply of the Goods shall be settled in accordance with the laws of Switzerland and the courts of Switzerland shall have exclusive jurisdiction to settle such disputes. 13.2 Save where mandatory rules of law provide otherwise, all and any conditions, amendments and additions to the Agreement shall only be binding and effective after they are approved in writing by both Parties or else they shall be null and void.

13.3. ORLEN S.A. based in Płock 09-411 at ul. Chemików 7 informs that it is controller of the personal data provided by the Seller\* as defined in the Personal Data Protection Act of 10 May 2018 ( consolidated text: Journal of Laws of 2019, item 1781 , as amended) to be processed as and to the extent necessary for serving and implementing the Agreement. The personal data are provided voluntarily and related to the conclusion and implementation of the Agreement.

Data controller informs that the Seller’s personal data may be received by operators working with ORLEN S.A. to that effect.

The Seller shall have a right to access and correct its personal data.

\*Applies to Sellers who are natural persons, including operators of business subject to registration in the Central Registration and Information on Business (CEIDG), and also partners of civil-law partnerships.

Enclosure No. 6 – General Data Protection Regulation

**Information clause for members of corporate bodies, proxies, representative of the Seller  and employees or associates who are contact persons or employees or associates who cooperate with  Seller at the conclusion and implementation of the Agreement.**

*(fulfilment of the information obligation under Article 14(1) and (2) of the General Data Protection Regulation of 27 April 2016)*

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 (“ORLEN S.A.”) informs that its the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information “Inspektor Ochrony Danych” (Data Protection Officer). Contact details of the Data Protection Officer are also avalible in the "Contact" tab at [www.orlen.pl](https://connect.orlen.pl).
3. Your personal data, provided to ORLEN S.A. by ..............\*\*, an entity cooperating with ORLEN S.A.or intends to cooperate with ORLEN S.A.,include, depending on the type of cooperation, necessary data to represent the legal person, data included in the documents confirming your authorisations or experience, held by you.
4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:
   * 1. performance of the obligations under an agreement concluded with ORLEN S.A., whose party is / will be, the entity indicated in item 3, in particular for the purpose of verification of the declarations made by, the entity indicated in item 3, including confirmation of the power of representation, the qualifications of the persons designated for the performance of the agreement, contact in the course of the performance of the agreement, exchange of correspondence, granting powers of attorney for representation of ORLEN S.A., control of proper performance of the agreement, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
     2. handling, pursing and defence of claims, if any, including claims between you and ORLEN S.A. or between ORLEN S.A. and the entity indicated in item 3.
     3. fulfilment of legal obligations imposed on ORLEN S.A., including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Construction Law, he Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Agreement.
5. The legal grounds for the processing by ORLEN S.A. of your personal data, depending on the type of cooperation, for the purposes defined in Section 4 above include:
   * 1. legally justified interest of ORLEN S.A. (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN S.A. and the entity indicated in item 3,
     2. fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A.
6. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (data recipients), in particular entities providing IT services in the scope of delivery of correspondence and shipments, protection of persons and property, assurance of occupational health and safety, consulting services, legal services and archiving services.
7. Your personal data are processed for the periodnecessary for implementation of legitimate interest of ORLEN S.A. and performance of obligations under the legal provisions. The data processing period may be extended only in the instances and to the extent as are provided for by the law.
8. In connection with the processing of your personal data you have the following rights:

* the right to access the content of your data,
* the right to require rectification of your personal data,
* the right to require erasure of your personal data or limitation of processing;

the right to object, in the event your personal data are processed by ORLEN S.A. on the basis of its legitimate interest; the objection may be made due to a special situation You can send a request regarding the implementation of the above-mentioned rights by e-mail: [daneosobowe@orlen.pl](mailto:daneosobowe@orlen.pl) or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.

1. You may file a complaint with the President of the Personal Data Protection Office.

Enclosure No. 7 – Anti-corruption clause ORLEN

**ANTI-CORRUPTION CLAUSE**

1. Each of the Parties certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions applicable to the Parties as regards the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
2. Each Party declares that it has implemented procedures for the prevention of corruption   
   and conflict of interests.
3. Each of the Parties additionally certifies that, in connection with performance hereof, they shall comply with all requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with the Parties.
4. The Parties guarantee that, in connection with the conclusion and performance hereof, neither of the Parties and none of their owners, shareholders, stockholders, members of the management board, directors, employees, subcontractors and no other person acting on their behalf have made, proposed, promised to make or will propose to make or authorise any payment or another transfer constituting a financial benefit or any other benefit, either directly or indirectly, to any of the following:
5. any member of the management board, director or another employee or agent of a Party or any business entity controlled by or affiliated with the Parties,
6. a public official understood as a natural person performing a public function within the meaning granted to this term in the legal system of a country in which the present Agreement is performed or in which registered offices of the Parties or any business entity controlled by or affiliated with the Parties are located;
7. any political party, member of a political party or candidate for a post in a state office;
8. any agent or intermediary in exchange for payment to any of the aforementioned; and
9. any other person or entity – in order to obtain their decision, influence, or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if the said action is or would be in breach of legal provisions on the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.
10. The Parties are under an obligation to immediately inform each other about each and every case of a breach of provisions laid down in this anti-corruption clause. At a written request of one of the Parties, the other Party shall provide information and answers to justified questions concerning the performance of this Agreement, to the extent compliant with the provisions of this anti-corruption clause.
11. Each of the Parties certifies that during the period of performance of this Agreement, it shall enable each person acting in good faith to report breaches of law via electronic mail to the address: [naruszenieprawa@orlen.pl](mailto:naruszenieprawa@orlen.pl) or by phone: +48 800 322 323 – without caller identification.
12. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Agreement by any representatives of any Party, the Parties shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.

Enclosure No. 8 – Sanction clause

Sanction Clause

1. REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents that, to the best of its knowledge, as of the date of the Agreement, it and its subsidiaries, parent companies and members of its bodies and persons acting in its name and on its behalf:

* + 1. comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, and by other authorities of a similar nature and bodies acting on their behalf (hereinafter: the “**Sanction Provisions**”);
    2. are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the “**Sanctioned Entity**”);
    3. are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
    4. do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;
    5. are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

1. ObligationS OF THE CONTRACTOR
   1. The Contractor hereby undertakes to ensure that during the term of the Agreement:
      1. it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;
      2. any remuneration to which it is entitled under the Agreement will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;
      3. any of the representations represented in Clause 1 will remain correct.
   2. In the event that any of the representations represented in Clause 1 becomes incorrect, the Contractor shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, inform the Purchaser of each such event and of the steps undertaken to restore the correctness of such representations.
   3. In the event of breach of the obligations set forth in Clause 2.1, the Purchaser shall be entitled to terminate the Agreement due to the fault of the Contractor and to compensation covering any damages related thereto. In addition, if as a result of violation of the obligations set forth in Clause 2.1 or Clause 2.2, the Purchaser shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), the Purchaser shall be entitled to compensation covering any damages related to such restrictions, sanctions or limitations.

Enclosure No. 9 – MAR Regulation

**INFORMATION NOTE**

**Regarding disclosure requirements of public company**

ORLEN S.A. is subject to disclosure requirements towards capital market, regulated by the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC with changes („MAR Regulation”).

Accordingly, in applying the provisions of the above Regulation:

1. ORLEN S.A. informs the other party of the agreement about the intention of publishing the information regarding the agreement if this information will be recognized as an inside information within the meaning of MAR Regulation.

2. An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other party of the agreement and persons working on its behalf. In case of use of inside information or its unlawful disclosure, the sanctions according to MAR Regulation apply.

**Enclosure No. 10 – ORLEN Group clause**

The will of the Parties to this Agreement is to expand cooperation between the Seller and companies from the ORLEN Capital Group/ORLEN S.A.

In the event of a need to purchase services and/or goods that are the subject of this Agreement by companies from ORLEN S.A. Capital Group/ ORLEN S.A., the Seller undertakes to offer trade terms and conditions\*\*\* to companies from ORLEN S.A. Capital Group/ ORLEN S.A., which are no less favourable than those set forth in the Agreement.

For the implementation of the above:

1) The Seller agrees on disclosure of the content of the Agreement by ORLEN S.A. to the companies from ORLEN Capital Group and transfer of the information on ongoing basis between those Companies and ORLEN S.A. regarding the level of turnover achieved in connection with conclusion of agreements with the Seller.

The Seller is obliged to conclude a separate agreement on the commercial terms and conditions \*\*\* that are no less favourable than those agreed upon in this Agreement / to sign an agreement on accession to the Agreement, which is attached in an Appendix to this Agreement, allowing the entity from ORLEN Capital Group to join the cooperation terms described in this Agreement\*\*. The Seller undertakes to notify ORLEN S.A. each time about conclusion of a contract with a new entity / accession of a new entity\*\* from ORLEN Capital Groupto the Agreement.

In the event where a framework agreements have been previously concluded between the Seller and a Company from the ORLEN Capital Group, which cover the subject of this Agreement, the Seller/Supplier/Contractor\* undertakes to adjust the provisions of the previously concluded agreements to the terms resulting and conditions of this Agreement if they are more beneficial to the Company

2) the Seller agrees on disclosure of the content of the Agreement by the companies from ORLEN Capital Group to ORLEN S.A. and on transfer of the information on ongoing basis between ORLEN S.A. and those Companies regarding the level of turnover achieved in connection with conclusion of agreements with the Seller.

The Seller is obliged to conclude a separate agreement on the commercial terms and conditions \*\*\* that are no less favourable than those agreed upon in this Agreement / to sign an agreement on accession to the Agreement, which is attached in an Appendix to this Agreement, allowing ORLEN S.A. to join the cooperation terms described in this Agreement\*\*. The Seller undertakes to notify the Companies each time about conclusion of a contract with a new entity / accession of a new entity\*\* - ORLEN S.A. to the Agreement.

In the event where a framework agreements have been previously concluded between the Seller and ORLEN S.A., which cover the subject of this Agreement, the Seller undertakes to adjust the provisions of the previously concluded agreements to the terms resulting and conditions of this Agreement if they are more beneficial to ORLEN S.A.

ORLEN S.A. and entities from ORLEN Capital Group will bear several liability for all acts or omissions under individual agreements concluded by them with the Seller. in particular ORLEN S.A. will not be held liable for payment of any amounts that ORLEN Group entities are obliged to pay to the Seller and the Company will not be held liable for payment of any amounts that ORLEN S.A. is obliged to pay to the Seller.

\*\* the relevant formula for the use of the contract with the GK clause by GK/PKNORLEN S.A . to be selected

**Enclosure No. 11 – Policy for accepting and giving gifts in the ORLEN Capital Group**

The Policy for Accepting and Giving Gifts in the ORLEN Capital Group was introduced on 2 September 2022. The Gift Policy establishes standards in force in the ORLEN Group companies for accepting and giving gifts.

Main Assumptions of the Policy for Accepting and Giving Gifts in the ORLEN Group

1. The principles shall pertain to staff members of the ORLEN Group companies, defined as persons employed under an employment contract, irrespective of the working hours specified in the employment contract, natural persons providing services to the relevant organisational units of the ORLEN Group companies as part of their ongoing cooperation, in connection with the performance of the tasks of these organisational units, as well as external representatives of the ORLEN Group companies.
2. Gifts may be considered as income and are therefore subject to income tax. In exceptional circumstances, income from a gift may be exempt from taxation.
3. The following principles should be observed when deciding about accepting or giving a gift:

* Principle of honest intent of the gift-giver: circumstances, the fact of giving, and the nature of the gift are intended solely to build or strengthen business relationships or as a courtesy; presenting a gift does not aim at influence the recipient and their objectivity when making business decisions, and the proposition to present a gift does not come at a time when the recipient is involved in a decision-making process in which the giver or their associate may benefit.
* Principle of legalism: the type of gift and the circumstances in which it is given do not violate good manners as well as domestic, foreign, and international legal regulations.
* Principle of proportionality: the unit value of a gift is within an acceptable limit and in accordance with the standards adopted in a given case; gifts shall be given sporadically and in connection with a specific occasion; giving of a gift shall not impose any obligation on the recipient or create any appearance of such obligation.
* Principle of transparency: it is not allowed to accept gifts that, in the view of the recipient, may cause them embarrassment due to their value or a feeling of necessity to reciprocate the gesture or the desire to hide the fact of receiving such gifts from the supervisor and colleagues.

1. Allowed gifts
2. It is allowed to accept and give gifts, without the need to obtain additional consent, in relation to promotion or advertising, of a unit value not exceeding PLN 200 gross, provided that they are presented in accordance with the aforementioned rules listed in the Gift Policy.
3. Meals in the company of the trading partner’s representatives are allowed up to the amount of PLN 200 gross per person provided that:

* they are offered occasionally and on a reciprocal basis,
* the meal is attended by the person inviting and offering the meal, or representatives thereof,
* no family members or spouses, descendants, ascendants, relatives, in-laws in direct line to the second degree of persons listed in item 1 participate in the meal.

1. Invitations to entertainment events, understood as sporting events, theatre performances, concerts, or other cultural events up to PLN 200 gross are allowed provided that:

* they are offered occasionally and on a reciprocal basis,
* the person extending an invitation to the event also intends to participate in it.

1. The following are acceptable and not treated as a gift: invitations to events, training courses, or workshops conducted by the person extending the invitation as the host, as long as participation in the event is free-of-charge.
2. Advertising gifts, such as pens, notebooks, calendars, other small items, if possible with the logo of an ORLEN Group company or the trading partner with a unit value not exceeding PLN 200 gross, are allowed.
3. Not allowed gifts

Accepting and giving gifts that meet at least one of the following conditions is not allowed:

1. the accepting or giving a gift is not in compliance with the laws in force in the country of registration of the ORLEN Group company, internal organisational acts in the ORLEN Group companies including the ORLEN Group Code of Ethics, or the relevant regulation that applies to the trading partner,
2. the gift is in the form of cash or cash equivalents, including: gift vouchers, gift cards, loans, shares, stocks, other securities, etc.,
3. the gift is inappropriate, for example: includes erotic content or has sexual overtones, or could otherwise adversely affect the good name of the ORLEN Group company or any third party,
4. the circumstances under which the gift is accepted or given indicate that the other party expects reciprocation of the action or give rise to an obligation, in particular to violate the law or internal organisational acts in force in the ORLEN Group company,
5. a gift that may give rise to a conflict of interest,
6. accepting or giving a gift is dependent on the value or size of the performance related to the level of cooperation,
7. a gift is given prior to the establishment of a business relationship, unless it is intended to showcase the giver’s or recipient’s core activity, in which case particular care is also advisable.
8. In case of accepting or giving gifts that take place outside Poland, the provisions of this Gift Policy regarding tax regulations shall only apply to the extent that the Polish tax law is applicable.
9. For tax purposes, the giver, together with the gift, should provide the recipient with information about the value of the gift.

**Enclosure No. 12 – Protection of the image of ORLEN and of the ORLEN Group**

* + 1. The Seller undertakes to obtain a prior written consent of ORLEN S.A. for placing the business name of the company, trade mark or logo of ORLEN S.A. on the Seller’s website, list of counterparties, in brochures, advertisement and any other advertising and marketing materials. In such a case the Seller agrees to accompany the request for consent submitted to ORLEN S.A. with a project of the materials in which such data would be included.
    2. The Seller acknowledges that all signs used in the business activity of ORLEN S.A., including trademarks, non-registered marks and the company name are subject to legal protection on the basis of registration with appropriate offices or legal provisions for ORLEN S.A. Any use of the abovementioned signs without the consent of ORLEN S.A. or in a manner inconsistent with this Agreement, as well as authorizing third parties to such use will constitute an infringement of the rights of ORLEN S.A.
    3. Furthermore, the Seller undertakes to obtain a prior written consent of ORLEN S.A. for disclosing information about the cooperation through providing any information concerning the Contract to such mass media as the press, radio, TV or Internet. In such a case the Seller agrees to accompany the request for consent submitted to ORLEN S.A. with the content of the information which would be used by mass media.
    4. The obligation referred to in this sections 1 and 2 of this paragraph does not apply to the following situations:

1. The Seller appropriately uses reference letters obtained from ORLEN S.A., although the lack of obligation to obtain a consent covers exclusively the Seller’s right to submit reference letters together with an offer provided by the Seller to an individually indicated addressee,
2. The Seller listed on the Stock Exchange fulfils obligations resulting from relevant provisions of law.
   * 1. In the case of non-fulfilment or inappropriate fulfilment of obligations specified in this paragraph, ORLEN S.A. shall be authorised to charge a contractual penalty in the amount of PLN one hundred thousand (PLN 100.000,00) per each infringement. The payment of the contractual penalty referred to in the sentence above does not limit the right of ORLEN S.A. to claim damages against the under general conditions if the value of the suffered damage exceeds the amount of the contractual penalty provided for in the Contract.