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| FRAMEWORK CONTRACT | | |
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| CONTRACTING PARTIES | |  | | |
| BUYER | | | SELLER | |
|  | |  | | |
| ORLEN Unipetrol RPA s.r.o. | | | xx | |
| Litvínov | | | xx | |
|  | | |  | |
| BUYER’S IDENTIFICATION | | SELLER’S IDENTIFICATION | | |
|  | |  | | |
|  | |  | | |
| **Contract name: Frame contract for Supply of 2-Ethylhexyl Nitrate cetane improver** | |  | | |
|  | |  | | |
| Contract no.: | |  | | |
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1. contracting parties

|  |  |
| --- | --- |
| Trade name: | ORLEN Unipetrol RPA s.r.o. |
| Registered office: | Litvínov, Záluží 1, PSČ 436 70 |
| Company ID No.: | 27597075 |
| VAT No.: | CZ699000139 |
| Bank: | The Most branch of Komerční banka, a.s., |
| Account number: | 104491/0100 |
| Tax No.: | CZ27597075 |
| Person authorized to sign the contract: | xx  xx |

ORLEN Unipetrol RPA s.r.o., Incorporated in the Commercial Register conducted by Regional Court in Ústí nad Labem, Section C, Encl. 24430.

(hereinafter the „**Buyer**“)

and

|  |  |
| --- | --- |
| Trade name: | xx |
| Registered office: | xx |
| VAT ID No.: | xx |
| Tax ID No.: | xx |
| Bank: | xx |
| Invoice bank account no. | xx |
| Person authorized to sign the contract: | xx |
|  |  |

(hereinafter the „**Seller**“)

(Buyer and Seller hereinafter jointly as „**Contracting Parties**“ and individually as „**Contracting Party**“)

Contracting Parties on the below day, month and year enter into this framework contract (hereinafter the „**Contract**“).

1. definitions, identification, contractual basis
   1. Unless otherwise specified, the following terms shall in this Contract have the meaning defined below:

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| --- | --- |
| „**Invoice**“ | means a tax document issued by the Seller which at the same time entitles to payment for goods and services. |
| „**Invoicing**“ | means issuing a tax document for tax purposes and entitling to payment for goods. |
| „**Offer**“ | means the Seller’s offer dated that constitutes Annex no. 1 to this Contract. |
| „**Civil Code**“ | means the Act no. 89/2012 Coll., Civil Code, as amended. |
| **„VAT Code“** | means the Act no. 235/2004 Coll., on value added tax, as amended |
|  |  |
| **„Waste Act“** | means the Act no. 185/2001 Coll., on waste, as amended. |
|  |  |

All other terms with capital letters used in this Contract and not defined in article 2.1 above have the meaning explained in this Contract or the meaning they are commonly associated with in business transactions.

* 1. Location of performance under this Contract is: Litvínov and Kralupy nad Vltavou refinery in Czech Republic.
  2. Purpose of the subject of this Contract: **Delivery of 2-Ethylhexyl Nitrate cetane improver**
  3. Contractual basis of this Contract includes, but is not limited to the Offer.
  4. Persons specified below are authorized to act for the Contracting Parties in matters below:

1. Buyer’s representatives:

|  |  |
| --- | --- |
| in technical matters | xx |
|  |  |
| in business matters | xx |
|  |  |

1. Seller’s representatives:

|  |  |
| --- | --- |
| in technical matters | xx |
|  |  |
| in business matters | xx |
|  |  |

* 1. Any notice, message, statement or other document related to this Contract shall be in writing unless agreed otherwise and shall be delivered to the respective Contracting Party to the following address personally, by a messenger, registered post with delivery receipt or fax.
  2. Buyer’s postal address ORLEN Unipetrol RPA s.r.o., Litvínov, Záluží 1, Postal Code 436 70.
  3. Seller’s address: xx
  4. Any Contracting Party shall without undue delay give written notice signed by an authorized representative by registered post to the other Contracting Party regarding any change to its address and/or registered office. Due delivery of this notice shall result in change of the relevant information without the need to amend this Contract.

1. subject matter
   1. In order to perform the **treatment program of diesel fuel** produced by the Buyer, Buyer and the Seller have agreed to enter in this Contract for **delivery of**

**2-Ethylhexyl Nitrate (2-EHN) cetane improver,** xx(hereinafter also the “Goods”)

**Taric code number:** xx

The subject matter of this Contract is the stipulation of basic terms and conditions under which the Seller and the Buyer shall enter into individual sale and purchase contracts, binding the Seller to transfer to the Buyer the ownership of Goods and in the amounts stated in the individual sale and purchase orders referring to this Contract. The Seller shall allow the Buyer to acquire ownership of the Goods and the Buyer shall accept such Goods and pay the Price under article 4 of this Contract.

* 1. The Seller shall deliver COA/ Testing Certificate related to the Goods along with it and enable the Buyer to acquire ownership of the Goods.
  2. A Buyer’s purchase order shall be deemed accepted by the Seller, only provided that received by a Seller, – and thus concluding a contractual relationship under this Contract – in accordance with Sec. 1744 of the Civil Code also by any action of the Seller that constitutes a performance under the relevant Buyer’s purchase order within the period set by this Contract or the given purchase order.

Should the Seller fail to confirm the Order in 2 days, the Buyer will contact Seller to confirm if the Order was successfully delivered. If receiving the Order is confirmed by Seller, the Parties regard the Order, with its content and the delivery time included in it, as confirmed.

* 1. Purchase orders made on the basis of this Contract shall include especially the following:

1. this Contract’s number,
2. purchase order no.,
3. item count, number or any other relevant info on the amount of Goods,
4. term of delivery or terms of partial delivery of the Goods,
5. price per item/number or other countable measure of Goods,
6. total price for Goods in the purchase order and
7. means of delivery of the Goods.
   1. The Contracting Parties are not bound neither by any minimal or maximal limits as to the amount of Goods nor to purchase or sale any Goods at all.Estimated annual quantity of the Goods are xx.
   2. The Contracting Parties agree that the Contracting Parties are not bound to accept partial performance and is entitled to accept the Goods only in the scope specified herein or in an individual contract concluded in accordance with this Contract. The Contracting Parties further agree that the Contracting Parties are not bound to accept any performance under this Contract or individual contract concluded in accordance with this Contract from a third party unless otherwise agreed by the Contracting Parties.
   3. Individual accepted purchase orders shall not include the obligation to transfer ownership of the Goods or pay. Those obligations (essentials of the individual contracts) are accepted in this Contract and valid for individual purchase orders executed in accordance with this Contract or individual contracts concluded on the basis of such orders.
   4. The Buyer and the Seller agree that the transport of the product will be carried out by the Seller or will be performed on its behalf. Transport of the Product in Seller’s (or its subcontractor’s) road tank cars.
8. price
   1. The prices for Goods are in Euro (hereinafter the “**Price**”)., delivered by the Seller at DDP Incoterms 2020 on the Buyer’s sites in Litvínov or Kralupy nad Vltavou. Prices are excluding VAT and calculated on the basis of the price formula:

Xx

* 1. The Contracting Parties agree that the Price includes all costs, including but not limited to completion, production, transport of the Goods to Litvínov and Kralupy nad Vltavou refinery, loading and unloading.
  2. The invoice will be issued on the date of loading and delivered to Buyer by 15 days from the date of taxable supply.

If the invoiced amount is exempt from VAT being charged as the intra-community supply based on the revers charge principle, the Seller is responsible for timely and correct invoicing so that the Buyer can process its VAT liability in accordance with legal requirements. For this purpose the parties state that their VAT registration numbers are as follows:

Seller VAT xx

Buyer VAT CZ699000139.

1. duration and delivery term
   1. The Contract shall be in force from xx to xx. The Seller accepts that it is an option of the Buyer to extend this Contract for xx consecutive year, i.e until xx. If the Buyer decides to exercise this option, it shall inform the Seller about use of its right to extend the Contract in a form of written notice delivered to the Seller until xx.
   2. Maximum lead time for the delivery **ofGoods is two (2) weeks as maximum starting** after the acceptance of each purchase order by the Seller in accordance with terms and conditions of this Contract, required delivery times of the Goods will be specified in individual purchase orders. In case of emergency when required delivery time will be shorter than two (2) weeks, the Seller will attempt to comply with Buyer´s needs and shorten the standard delivery time as much as technically possible.
   3. The Seller shall hand over the Goods specified under article 3.1 of this Contract, or under individual sale and purchase contract under this Contract, to the Buyer including all COA/ Testing certificate required to handle the Goods in the term set in the purchase order under this Contract.
   4. Should the individual sale and purchase contract stipulate partial performance, it shall be performed in the terms set in the purchase order.
2. payment conditions
   1. Each Invoice served by the Seller shall include:

* identification of the entitled and obligated person, registered office, ID No., Tax ID No.,
* Contract no., purchase order no., Invoice no.,
* day of issue, day of maturity that shall fall due xxx **days** (xx) after the date of Invoice to the Buyer which is the shipment date
* invoiced amount excl. VAT, total invoiced amount,
* identification of the Goods
* other essentials required by applicable laws, especially tax and accountancy laws
* other information required by applicable laws and regulations,
  1. Should the Invoice not include any of the above required data or state an incorrect amount, the Buyer is entitled to return such Invoice for amendment, as the document does not comply with given requirements. The Seller acknowledges that in such a case no interest shall accrue on the invoiced amount, nor any other sanction shall apply. After amendment and re-delivery of the Invoice to the Buyer, a new maturity period commences.

An Invoice issued, including data under article 6.2 shall be delivered electronically in „PDF“ format to the address: faktury.RPA2@orlenunipetrol.cz

* 1. The Buyer shall pay the invoiced sum via a wire transfer. The payment is completed when Seller’s Bank Account is credited. Legitimately invoiced amount shall be transferred to the account stated in the head of this Contract. The Seller shall also specify this account in the Invoice.

1. delivery terms and conditions, seller’s liability for defects
   1. The Buyer shall ensure access to its premises for the Seller’s personnel if necessary for due performance under this Contract.
   2. The Seller’s liability for defects is governed by relevant sections of the Civil Code.
   3. The Seller represents and guarantees that all Goods subject to this Contract:
2. comply with all qualitative and regulative requirements, especially regarding their ecological safety and harmlessness;
3. do not contain additives or substances that are deemed hazardous by applicable laws (e.g. asbestos); and
4. their technical specifications matches the ones provided under this Contract.
   1. The Buyer is bound to notify the Seller in writing of defects and claims arising from the defects:

* Late or Non Delivery: immediately, not later than within 3 working days of the scheduled date of receipt of the Goods
* Damage or Short Delivery: immediately, not later than within 3 working days of the date of receipt of the Goods
* Any other claim including lack of compliance with technical specifications delivered by Seller under this Contract: upon ascertaining them by the Buyer by the end of warranty period indicated by Seller at the latest.
  1. In case of accepted claim, The Buyer may enforce the following claims upon the Seller and the Seller shall, as decided by the Buyer, if the short delivery and/or lack of compliance of Goods with technical specifications of Seller are duly proved to Buyer, either:

1. remove the defect at its own expense within maximum ten (10) working days as from date in which defect is proved in writing by Buyer, or
2. pay an agreed discount from the Price of Goods to the Buyer, or
3. replace defective Goods or its part with new ones within ten (10) working days as from date in which defect is proved in writing by Buyer.

If the defect cannot be removed by Seller, the Buyer is entitled to terminate the individual sale and purchase contract or a part thereof and request the return of purchase price within 14 working days of delivery of a written notice claiming termination due to defective Goods.

* 1. The Seller represents that the Goods are not encumbered by rights of third parties.
  2. The Seller shall (among complying with legal regulations relevant for the given Goods), unless otherwise stipulated by the individual sale and purchase contract:

1. load the Goods as follows: 2-Ethylhexyl Nitrate cetane improver;
2. hand over the following documents along with the each Goods delivery:

* Delivery Note
* Certificate of Analysis
* Material Transport Safety Data Sheet – English and Czech language in electronic version.
* Other documents required by law or by the CONTRACT

at the latest during the actual handover;

* 1. The Goods shall be delivered by Seller by means of road or intermodal transport
  2. The ownership of the Goods as well as the risk of damage to it transfers to the Buyer by the Seller at delivery of the Goods in accordance with corresponding Incoterm as per Clause 4.1 of this Contract . The Contracting Parties agree that a signature of an authorized person ,stamp of Buyer and date under CMR shall be deemed as evidence of a successful receipt.
  3. The Seller shall secure at its own expense the entry and/or drive of its representatives and their cars into the premises of ORLEN Unipetrol RPA, Litvínov and Synthos Kralupy nad Vltavou, including a permit for delivering of Goods, relating to the performance of the Contract subject.
  4. The Seller is obliged to get acquainted with and shall proceed according to all Buyer´s rules and regulations relating to the health, safety and environmental protection (HSEQ) and according to relevant Czech laws and standards. In case of a contradiction within the normative regulations, the regulation requiring a higher level of safety or quality shall prevail. Any exceptions must be agreed with in advance in writing by the Buyer. If the Seller is in doubt, the Seller shall request Buyer’s opinion
  5. The Seller undertakes to ensure and provide all its employees and representatives with the requisite personal protective equipment required by the Buyer with regard to the character of work environment.
  6. The Seller is obliged to immediately inform the Buyer about all on-the-job injuries and accidents which happen to Buyer´s employees or Buyer subcontractor’s employees in the place of implementation of the Contract (Litvínov phone no. 6388 – shift manager, Kralupy phone no. 3437 – shift manager). The Seller undertakes to closely co-operate with the Buyer in investigating all accidents.
  7. The Seller undertakes to apply relevant HSEQ regulations of the Buyer (directives, etc.), according to Annex 4
  8. If, during the performance of the Contract subject, the Seller discovers any defect in Buyer’s premises or equipment, the Seller is obligated to report such defect immediately to an authorised Buyer’s representative.
  9. The Seller undertakes that in case of controls or inspections held by respective state authorities it shall provide immediately (i.e. during control/inspection) upon a request all relevant documents related to its employees (such as labor contracts identity card and any other documents required by state authorities) in order to prove that activities of the Seller and its employees are performed in accordance with the relevant laws and regulations. At the same the Seller declares that in order to prove compliance with the laws and regulations, it will prove that it uses only such employees who fulfill all relevant conditions of employment given by the Czech laws and regulations. In case of breach of this provision the Seller shall pay in favor of the Buyer contractual penalty in the amount of CZK 250,000. Payment of the contractual penalty does not affect the claim for compensation for damages. The violation of this provision can be the reason for the withdrawal from the Contract.
  10. Seller should guarantee the efficiency of the Goods, stability during storage and storage times.
  11. Training of Buyer´s staff, if and when required, for handling with Goods will be carried out within one calendar month after contract comes into force.
  12. The Goods provided under this Contract are subject to a twelve (12) months as from production date guarantee. Seller explicitly guarantees the technical specifications of Goods provided under this Contract.
  13. Guaranteed concentration of 2EHN min. 99% based on Annex 2 technical specification of Seller. If Seller will not keep this guaranteed concentration of 2EHN min.99%, in case of accepted claim by a Seller, Seller will allow a Price discount of invoiced Price expressed in the same percentage coincident to the decreased measured 2EHN concentration in respective delivery (truck). Customer shall pay decreased Price of each individual order.

1. sanctions and penalties
   1. Should the Buyer default on individual Invoice payments, it shall pay to the Seller an interest amounting to twenty five hundredths of a percent (0,025%) of the principal per every commenced day of being in default up to a maximum 10% amount of due payment.
   2. Should the Seller default on delivering the Goods in time or in case of delivery of defective goods, it shall pay to the Buyer a penalty amounting to twenty five hundredths of a percent (0,025%) of the Goods’ Price per every commenced day of being in default up to a maximum 10% amount of Goods not delivered.
   3. The Contracting Parties agree that a breach of confidentiality under this Contract shall result in a payment of a penalty by the Contracting Party in breach to the other Contracting Party amounting to CZK 100.000,- per each individual breach
   4. Payment of the above mentioned penalties poses no effect on the right of the corresponding Contracting Party to enforce eventual damages claims resulting from a breach of obligation secured by a penalty and cannot be set-off against such claim. The Contracting Parties are not liable for any damage suffered by the other Contracting Party unless caused intentionally or by gross negligence.
2. CONTRACT FULFILMENT
   1. The Buyer will regularly (once per year) check and assess the fulfilment of Seller’s contractual obligations by the evaluation of the following aspects:

|  |  |  |
| --- | --- | --- |
|  | Criteria | Weight |
| 1 | Quality of delivered goods | 43% |
| 2 | On time deliveries | 29% |
| 3 | Flexibility in terms of delivery time change, in accordance to buyers' needs | 14% |
| 4 | Deliveries completeness (including required documents (e.g. certificates)) | 14% |

The maximum number of points which can be achieved is 100. The supplier is to get feedback after each process of evaluation. In case of recognized 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;

- or, the number of points awarded for the assessment by the Seller is below 65% despite given time for improvement;

- or, the Seller failed to propose and/or introduce any corrective actions as a consequence of the performed assessment;

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. In case of the preliminary termination of the contract, The Buyer shall inform The Seller in advance of 8 weeks before this fact.

1. force majeure
   1. Circumstances that constitute force majeure under this Contract shall be, in accordance with Sec. 2913 para. 2 of the Civil Code, such extraordinary, unlikely and insurmountable events that indubitably prevented the performance of an obligation under this Contract temporarily or permanently and occurred irrespectively of Contracting Parties’ actions, including, but not limited to natural disasters, import and export embargos, armed conflicts, wars, changes of political situation, unpredictable events that cause an unplanned suspension of works at any of the Customer’s refineries, sudden unavailability of primary raw materials necessary for crude oil refining and strikes that prevent or unreasonably complicate the performance of rights and obligations under this Contract, or any other similar cause, event or circumstance. An obstacle emerging while a Contracting Party is already in default with one of its obligations or out of the Contracting Party’s economic situation does not waive the obligation to pay damages. If the force majeure subside in under six (6) months i.e. 180 days, the performance periods and terms are prolonged by the duration of such obstacle. If it takes longer than six (6) months i.e. 180 days for the force majeure to subside, the Contracting Parties shall resolve the situation by a mutual agreement.
   2. Should any force majeure circumstances affect any Contracting Party, it shall without undue delay notify the other Contracting Party in writing of such a situation, its cause and its ending. Unless the corresponding Contracting Party otherwise states in writing, the other Contracting Party shall continue performance under this Contract as long as it can be reasonably expected to and it shall seek feasible alternative ways to perform under this Contract that are not limited by the force majeure.
2. confidentiality
   1. The Contracting Parties shall without undue delay after the termination of the relationship founded by this Contract return any and all documents pertaining to the other Contracting Party. Further they shall keep confidential any details and facts pertaining to the subject matter, negotiations of this Contract and its amendments, as well as details pertaining to the other Contracting Party, especially those that should, for any reason, be deemed secret or the publication of which may injure the other Contracting Party. Only information already made public or available to third parties and information the other Contracting Party consented to the publication thereof shall be excluded from confidentiality. Confidentiality shall be kept during the full duration of this Contract and 3 years after its termination. Should any of the Contracting Parties breach confidentiality, a penalty under article 8.3 of this Contract shall apply
   2. Any information made available to any Contracting Party by the other Contracting Party may be given to the corresponding shareholders, processors and to its controlling person or to a person controlled by the controlling person without previous consent of the other Contracting Party.
3. liability insurance
   1. The Seller represents that it has insurance covering its liability under this Contract, with insurance company, insurance no. amounting to at least CZK [5.000.000].
   2. The Seller represents that all vehicles used in performance under this Contract shall be insured against damage to self, third parties and travelling persons
   3. The Seller shall present the Buyer with above insurance certificate originals upon notice.
4. termination
   1. Any Contracting Party is entitled to terminate this Contract in accordance with the Civil Code upon a substantial and/or a non-substantial breach of this Contract by the other Contracting Party.
   2. The Contracting Parties agree that a substantial breach of this Contract or individual sale and purchase contract by the Seller shall occur especially if the Seller:
5. provides partial performance while not previously agreed by the Contracting Parties,
6. failure to meet the agreed performance term,
7. reasons stipulated in article 7.5 herein.
   1. Under similar terms any Contracting Party may terminate an individual sale and purchase contract concluded on the basis of this Contract in the form of a purchase order. In all cases of termination of this Contract or any individual contract the Contracting Parties shall not disclose any information related to the contractual relationship to third parties without a prior consent of the other Contracting Party.
   2. The Contracting Parties are entitled to terminate this Contract by giving notice without specifying a reason. The notice period is three 3 months and commences on the first day of the month following after the delivery day of the written notice to the other Contracting Party. Should this Contract be terminated in this way, the Contracting Parties agree that any Goods or part thereof, the delivery of which commenced before giving notice shall be delivered in accordance with this Contract. The same applies towards Goods in production, where termination of the production at that stage would not be economical.
   3. The Contracting Parties agree to exclude the Sec. 1978 para. 2 of the Civil Code from application in connection with this Contract. It stipulates that nonperformance in an additional period provided in default terminates a contract without further action necessary.
   4. The Contracting Parties agree that termination of this Contract, unless otherwise agreed in writing, does not terminate the rights and obligations of the Contracting Parties arising from individual sale and purchase contracts concluded between the Contracting Parties before the termination of this Contract and that termination of any individual sale and purchase contract concluded on the basis of this Contract does not bear effect on the validity and effect of this Contract or any other individual sale and purchase contract.
8. common provisions
   1. Any Contracting Party takes over the risk of change in circumstances in accordance with Sec. 1765 of the Civil Code.
   2. The Contracting Parties exclude Sec. 1740 para. 3 and Sec. 1751 para. 2 of the Civil Code from application that stipulate that this Contract, or an individual sale and purchase contract is concluded even in spite of the Contracting Parties not reaching a full consensus.
   3. Any Contracting Party ascertains that all clauses of this Contract are comprehensible, not disadvantageous and that the Contract does not divert from terms and conditions of contracts in similar situations. The Contracting Parties exclude Sec. 1799 and Sec. 1800 of the Civil Code from application in connection with this Contract. Those stipulate conditions for references to terms and conditions in standard form contracts, define obscure or strongly disadvantageous clauses and their validity.
   4. Should any provision in this Contract become ineffective, unenforceable or illusive, the remaining provisions shall remain unaffected and valid. Under these circumstances the Contracting Parties shall replace the ineffective, unenforceable or illusive provision with a new one that shall as closely as possible resemble the economic effect of the ineffective, unenforceable or illusive provision.
   5. The Contracting Parties represent that they aim to conclude a contract the provisions of which shall constitute a single deed.
9. Business ethics
   1. Any Contracting Party shall not directly or indirectly pay wages, provisions or any other financial compensation, discounts or bonuses to the employees, managers and members of the corresponding Contracting Party’s boards, unless such a payment is subject to a contractual relationship between the Contracting Parties or unless such a payment results from another legitimate relationship that is not in breach of this article.
      1. Any Contracting Party shall not provide employees, members of the other Contracting Party’s boards, or their connected persons suggested by such employees or members with any advantages. Advantages include, but are not limited to:
      2. offering of gifts and hospitality in excess of CZK 1000 per year,
      3. offering of gifts in the form of cash or cash equivalents (e.g. stocks or other liquid securities) in any amount,
      4. offering of services at unreasonably advantageous conditions, including loans at any other than current market rates,
      5. sale of goods at a price lower than current market price.
      6. Any Contracting Party shall not enter into business relationships with employees and members of the other Contracting Party’s boards unless they represent the Buyer itself.
      7. Any Contracting Party shall not request any advantages under article 14.1.1 for its employees, managers or members of its boards or any other persons suggested to the other Contracting Party.
      8. Any Contracting Party shall notify in writing to the other Contracting Party of any breach of business ethics by employees or members of the other Contracting Party’s as soon as it learns of it.
10. final provisions
    1. The Contracting Parties shall cooperate during performance under this Contract. For such purposes, article 2.5 contains persons responsible for managing and settling common matters resulting from such cooperation.
    2. Assignment of rights - Any assignment of rights or obligations under this Contract or of the Contract itself or of any individual sale and purchase contract to third parties shall only be valid after previous mutual written agreement of the Contracting Parties.
    3. The Contracting Parties shall resolve any dispute arising from this Contract in an amicable manner. If such a resolution is not possible within thirty (30) working days, any of the Contracting Parties is entitled to proceed as stipulated in article 16.4 of this Contract.
    4. All disputes arising from this Contract and/or in connection therewith hall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.The arbitration procedure should be carried out in English.
    5. Environment protection and economical approach towards it shall be exercised by the Seller as follows: abiding by all obligations set by relevant regulations (laws, statutory instruments) including, but not limited to the following areas: air protection, water protection, waste disposal and handling of hazardous and chemical substances.
    6. This Contract comes into effect on the day of its execution and stays effective until.
    7. This Contract may only be amended or terminated in writing. Such amendments must be denoted in ascending order and signed by both Contracting Parties. In case of any discrepancy between the body of this Contract and its Annexes, the body shall prevail. In case of discrepancy between provisions in the individual contracts and this Contract, the Contracting Parties agree that the Contract shall prevail in the scope of its difference.
    8. This Contract is executed in english language in [(3)] counterparts, (2) for Buyer and (1) for Seller.

The following Annexes form an integral part of this Frame contract. If these Annexes contain contradicting provisions, their priority follows the order in which they are specified:

Annex no. 1 – Commercial Offer

Annex no. 2 – Technical Specification

Annex no. 3 – MSDS

Annex no. 4 – HSQE regulations

Annex no. 5 – Contractual anti-corruption clause

If the Annexes contain provisions contradicting the Contract, the Contract provisions shall always prevail over Annex provisions.

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| --- | --- |
| **ORLEN Unipetrol RPA s.r.o.** |  |
| Location: Litvínov  Date: | Location:  Date: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | Name: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | Name: |