Special terms and conditions (STC) for Supply of Fuel Additives and Providing Related Services

Contract No. xxxxx

Date: 20xx.xx.xx

**BUYER**

Public Company ORLEN Lietuva

Mažeikių st. 75, Juodeikiai Village, LT-89453 Mažeikiai District Municipality, Lietuva

**SELLER**

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1. **CONTRACTING PARTIES (Legal addresses, details and signatures of Parties)**

BUYER

|  |  |
| --- | --- |
| Business Name | Public Company “ORLEN Lietuva” |
| Place of Business | Mažeikių g. 75, Juodeikių k., 89467 Mažeikių r. sav. |
| Legal Entity Code | 166451720 |
| VAT Registration No. | LT664517219 |
| Bank Code and Account No. | AB SEB bankas, Bank Code 70440, LT247044060000004128 |

Signatures:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Seal)/ A.V.

SELLER

|  |  |
| --- | --- |
| Business Name |  |
| Place of Business |  |
| Legal Entity Code (LEI) |  |
| VAT Registration No. |  |
| Bank and Account No. |  |
| Tax No. |  |

Signatures:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(Seal)/A.V.

1. **CONTACTs**
   1. The following persons shall act as contact persons on behalf of the BUYeR:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Contact | Name | Email | Phone No. | Mobile phone No. |
| Business matters | Laima Kravčuk | [laima.kravcuk@orlenlietuva.lt](mailto:laima.kravcuk@orlenlietuva.lt) | +370 443 | +370 |

* 1. The following persons shall act as contact persons on behalf of the Seller:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Contact | Name | Email | Phone No. | Mobile phone No. |
| Business matters |  |  |  |  |

1. **SUBJECT OF THE CONTRACT**
   1. The subject of the Contract is a delivery of Product name (2-ethylhexyl nitrate) for Diesel fuel (hereinafter jointly called the “Additive”).
   2. Special terms and conditions defines general conditions of cooperation between the Parties and alone does not constitute a Purchase Order. The Buyer does not grant the Seller exclusivity on delivery Additive which is subject of the Contract and delivery of the Additive shall be executed by the Seller only on basis of separate Orders placed by the Buyer. Buyer reserves the right to place Orders for goods, of which total quantity may be less than the quantity specified in Contract. In case of purchase of smaller quantities than the quantity specified in Contract, the Seller shall not claim any compensation from the Buyer.
   3. The annual estimated quantity of Additive provided in the Contract xxxxx tones plus option 30% = xxxT. The estimated total quantity of Additive provided in the Contract for 1 year period xxxx tones. The Buyer shall not obliged to procure annual or total quantity of Additive specified in the Contract.
   4. The estimated annual Contract value: xxxxxxx,0 EUR (excl. VAT). The Buyer shall not be obliged to purchase the Additive for the maximum Contract annual or total value. Contract value shall depend on the prices and quantity of actual ordered and delivered Additive.
   5. The agreed place of performance of SELLER’s obligation under this CONTRACT is BUYER´s premises located in Mažeikių St. 75, Juodeikiai village, LT-89453 Mažeikiai District Municipality, Lithuania. Delivery shall be made directly to the Warehouse D03.
2. **PERFORMANCE OF THE CONTRACT**
   1. The Buyer shall provide preliminary forecasted schedule for the following month with indicated amount of Additive till xxxx (latest) of a current month to the Seller by e-mail: [xxxxxxx@xxxxxx](mailto:e.kornek@nitroerg.pl) .
   2. The deliveries of the Additive shall be executed by the Seller only on the basis of separate Purchase Orders submitted to the Seller, latest 5 business days prior the expected delivery date, by the authorized representative of the Buyer via e-mail: [laima.kravcuk@orlenlietuva.lt](mailto:Kornelija.pikeviciute@orlenlietuva.lt) .
   3. The Commercial Department representative of the Seller shall approve the Purchase Order within 2 (two) business day from the date of receipt of Purchase Order via e-mail: [xxxxx@xxxxxxxx](mailto:e.kornek@nitroerg.pl) The Parties agree that Purchase Order confirmation by the authorized Commercial Department representative of the Seller shall be valid and binding to the Parties.
   4. If the Buyer does not receive a disapproval of the submitted Purchase Order within 2 (two) business days, such Purchase Order shall be deemed binding upon the Seller and latter shall be obliged to deliver the amount of Additive specified in Purchase Order in accordance with the terms and conditions set forth in the Contract.
   5. The Additive delivery term – within 5 (five) business days from the approval of the Purchase Order by e-mail, unless other delivery terms of Additive are indicated in the Order. The planned delivery term shall not apply for Urgent Deliveries, specified in Art. 8.
   6. The quantity of delivered Additive shall be determined using measuring infrastructure - flowmeter - in xxxxx xxxxx xxx.
   7. The Parties agree that payment for delivered Additive shall be made according to quantity determined in Company namexxxxx. and indicated in the relevant documents (CMR, Invoice).
   8. The Buyer will verify the quantity of delivered Additive on its own weighing scale within the territory of Public Company ORLEN Lietuva at Juodeikiaj Village, Mažeikiai District, Lithuania.
   9. In case of discrepancies between in the CMR and the quantities specified in the weighing report a copy of Buyer’s weighing report shall be emailed to the Seller within 48 (forty-eight) hours after receipt of Additive
   10. The Parties agree that driver who delivered Additive shall be allowed to witness weighing process.
   11. The Parties agree and accept that the permissible deviation of the Additive quantity is +/- 60 kg.
   12. In case the quantity of delivered Additive determined by SUPPLIERxxxxx will be different by more than +/- 60 kg, but not excide +/- 80 kg, comparing to the quantity verified by Public Company ORLEN Lietuva, the Seller will issue corrective invoice within 2 (two) business days after receipt of Buyer’s weighing report (indicated in clause 4.9).
   13. In case the quantity of delivered Additive determined by Company name xxxxx. will be different by more than +/- 80 kg, comparing to the quantity verified by Public Company ORLEN Lietuva, the Buyer will have the right to file a quantity claim to the Seller.
   14. The Parties will endeavour to jointly clarify and eliminate the causes of shortages or excess quantities of the Additive within one month counting from the day when the claim was filed. +
   15. Goods guarantee period - 12 months form the manufacturing date.
3. **THE TERM OF THE CONTRACT**

The Contract shall be valid from 2025.0xx.0xx to 20xx.xx.xx (“Termination Date”). The Contract can be extended by another 1 year time (12 months) if the Buyer gives the Seller a written notice (or by e-mail) that the term should be extended, three (**3**) calendar months prior to the Termination Date

1. **TERMS OF DELIVERY**
   1. DAP Public Company ORLEN Lietuva, 03D Warehouse, Mažeikių St. 75, Juodeikiai village, LT-89453 Mažeikiai District Municipality, Lithuania acc. to INCOTERMS 2020.
   2. The delivery should be advised to a person dedicated in the Contract as a contact person no later than 1 business day before the expected date of delivery. The notification should include information on the size and weight of the goods as well as copies of the documents referred below.
   3. The following set of documents has to be enclosed to the goods:

- specification of the goods with total amount, total weight;

- Material Safety Data Sheet in Lithuanian language;

- certificate of analysis with density in 15 degrees Celsius (CoA);

- transport documents (CMR).

* 1. The Buyer has the right to refuse the acceptance of delivery, if the certificate of analysis is not attached to the goods.
  2. All the required documents shall be in Lithuanian language, if possible. Otherwise, the documents shall be prepared in English language, except Material Safety Data Sheet, which has to be in Lithuanian language.
  3. Notwithstanding the aforementioned the Seller will e-mail [laima.kravcuk@orlenlietuva.lt](mailto:kornelija.pikeviciute@orlenlietuva.lt) the certificate of analysis and copy of the invoice to the Buyer's Procurement Department on the date of dispatch at the latest.

1. **URGENT DELIVERIES OF ADDITIVE**
   1. In urgent cases the Seller must deliver XXXXXX (2-ethylhexyl nitrate) to ORLEN Lietuva, Production Unit, Warehouse D03 (up to 88 tons per 1 month – 2 ISO containers) within 24 hours upon request sent by e-mail xxxxx, or otherwise the Buyer will be entitled to buy the Additive (up to 88 tons per month) from any other company. The Seller will cover the difference in price.

Contact person responsible for urgent deliveries: [xxxxxx@](mailto:xxxxxx@)xxxx.xx

1. **REQUIREMENTS FOR ADDITIVE SUPPLY**
   1. Additives shall be supplied in tank truck or tank containers containing 20-24 tons.
   2. Containers shall be in good condition and designed for pressure of 4 bar. (not less than 4 bar.)
   3. Containers shall have an operating and inspected safety valve.
   4. Containers shall have drain connection VK80 Pn16 DIN 28 450.
   5. Manufacturer shall guarantee the operative condition of the container and the safety valve and attach copies of latest inspection certificates of each container).
2. **ADDITIONAL REQUIREMENTS FOR TRANSPORT COMPANIES**
   1. During loading/unloading operations, driver must wear the following personal protective equipment (PPE): safety footwear, PPE for eyes (safety glasses with side shields), safety helmet, gloves, safety work clothing certified under LST EN 1149-1 (antistatic) and recommended to have certification under LST EN 531 (fire-retardant).
3. **PRICE CALCULATION**
   1. Prices will be calculated monthly according to formula:

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* 1. Calculated monthly price acc. to formula indicated in Art. 10.1 shall be valid from the 4th day of current month to the 3rd day of following month.
  2. Price formula in Art. 10.1 shall be applied during all Contract validity.

1. **TERMS OF PAYMENT**
   1. Direct remittance after every partial delivery to the Seller's bank account within 90 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.

* 1. The above mentioned 90 days' term starts from day of issue of invoice corresponding to contractual requirements.
  2. The value of the Contract for payment is estimated and depends on actual delivered quantity of the Additive.
  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 Buyer as set forth in Art. 4.8 - 4.11.
  4. 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.
  5. Requirements for the Invoice:

a) Invoice shall be issued on the day of Additive loading and its copy shall be sent to the Buyer by e-mail;

b) The quantity of Goods and the price for each item of Goods with and without taxes and the tax amount or rate, if any. The invoice must state net weight of each type of Goods supplied.

c) Name/description of Goods and related services (if any) or references to the items of respective documents attached to the invoice.

d) Contract number;

e) Payment terms and date(s) established in the Contract.

f) VAT code (if the Seller is VAT payer in respective EU Member State) in case the goods are delivered from the EU countries.

* 1. The Parties hereby agree and do not object that all invoices for delivered Additive and related services (if applicable) shall be issued electronically and sent to the e-mail addresses, and that such invoices shall be treated as originals. Hard copy invoices shall not be sent, unless one Party to the Contract requests the other Party for such separately in writing. In case of a change in the invoice delivery address, the Party whose address has changed shall inform the other Party thereon in writing within 5 (five) calendar days. The Parties shall continue handling the invoices in a due manner as prescribed by relevant laws, and shall guarantee the authenticity of origin, the integrity as well as the legibility of the contents of an electronic invoice. Electronic invoices shall be sent over to the following e-mail addresses: [laima.kravcuk@orlenlietuva.lt](mailto:kornelija.pikeviciute@orlenlietuva.lt); [simona.dobrovolskiene@orlenlietuva.lt](mailto:simona.dobrovolskiene@orlenlietuva.lt)
  2. If invoice is 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.
  3. In case of the undisputed late payment exceeding 21 days the Seller reserves the right to suspend deliveries until the liability is settled by a Buyer.
  4. Additionally, the invoices should be (if possible) printed on one page, on one colour paper, where white is preferable.
  5. Copies of documents specified in the prior Art. 7 as well as another sort of correspondence should be sent directly to the e-mail specified in Article No. 2.1
  6. The Buyer shall place Purchase Orders by email from the following server domain address : [laima.kravcuk@orlenlietuva.lt](mailto:kornelija.pikeviciute@orlenlietuva.lt)
  7. The Buyer shall settle the value of the invoice via bank transfer within agreed payment terms. The expense of the sending bank and charged by any other correspondent bank participants in the transaction shall be born by the Buyer. The Buyer’s payment obligation shall be deemed as performed on the day when Seller’s bank account has been credited. Should Buyer fail to settle any amount due to Seller at the due date, it is regarded as a late payment. In case of late payments, Seller reserves the right to charge 4 % interest p.a. Interest notes issued by Seller may be redeemed twice per calendar year on the bases of a written request submitted by the Buyer. The decision on the interests’ redemption is exclusively a matter of Seller’s internal regulations. The decision shall be presented to the Buyer in writing.

1. **CONTRACT DOCUMENTS**
   1. The Contract treated as Special terms & Conditions for Goods Purchase –Sale (STC). The following Annexes are an integral part of this CONTRACT. If these Annexes contain contradicting agreements, their priority follows the order in which they are specified:

Annex No. 1: Public Company ORLEN Lietuva General Terms and Conditions for Goods Purchase- Sales Contract TV1(1.2-1)-2024-0349

Annex No. 2 to GTC Additional Requirements for the Seller of Chemicals.

Annex No. 3 Information note No.1 regarding Public Company ORLEN Lietuva information disclosure requirements

Annex No. 4 Technical Data Sheet of 2EHN XXXX; MSDS of 2EHN XXXXX in Lithuanian language

* 1. If the Annexes contain agreements contradicting the CONTRACT, the CONTRACT agreements shall always prevail over Annex agreements.

1. **GENERAL TERMS**

18.1 In the event of contradiction between the Contract and Public Company ORLEN Lietuva General Terms and Conditions for Goods Purchase-Sales Contract TV1(1.2-1)-426 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.

18.2 “Business day” shall be understood as every day except Saturdays, Sundays and public holidays in XXXXXXX or Lithuania.