

These General Terms and Conditions of Sale/Delivery of Petrochemical Products (the "**General Terms and Conditions**") define the principles of concluding sale/delivery agreements for petrochemical products offered by ORLEN S.A. with its registered office in Płock. The General Terms and Conditions constitute an integral part of Sales Contracts concluded with ORLEN S.A. and apply to them, unless expressly agreed otherwise by the Parties. Each and any deviation from the application of these General Terms and Conditions requires a written form for its validity.

The General Terms and Conditions together with the Sale Contract (as defined below), the Logistics Guidelines (as defined below) and Information Clause (as defined below) constitute the content of an agreement concluded between the Seller and the Purchaser.

These General Terms and Conditions are divided into Articles, Sections and titles, save that the division has been introduced for the purpose of reference and does not affect the interpretation of the General Terms and Conditions.

The following terms and expressions used in the General Terms and Conditions have their respective meanings:

<b>Seller</b>	ORLEN S.A. with its registered office in Płock, ul. Chemików 7, 09-411 Płock, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Łódź-Śródmieście city of Łódź, XX Commercial Division of the National Court Register under the number 0000028860, VAT UE (Tax Identification Number): PL7740001454, BDO 000007103, share capital of PLN 1,451,177,561.25 ( fully paid);
<b>Purchaser</b>	a legal person, a natural person conducting economic activity or an organisational unit having capacity to perform acts in law which has placed an Order and with which the Seller has concluded the Sale Contract;
<b>Product</b>	a petrochemical product whose sale/delivery constitutes the subject of the Order and Sale Contract;
<b>Order</b>	a Product purchase order placed by the Purchaser;
<b>Sale Contract</b>	a confirmation of performance of the Order by means of sale/delivery of the Product. Product sale/delivery agreement concluded between the Seller and the Purchaser under the procedure and of the content indicated herein, provided by the Seller.;
<b>Information Clause</b>	information clause for employees or associates of the Purchaser ( <i>fulfilment of the information obligation under Article 14(1) and (2) of the General Data Protection Regulation of 27 April 2016</i> ) provided by the
<b>System</b>	the national teleinformation system set out in Article 2 Section 1 item 26 of the Excise Duty Act of 6 December 2008 (consolidated text, Dz. U. of 2022, item 143, as amended) (the " <b>Excise Duty Tax Act</b> "), used for handling the movement of excise products under suspension of excise duty;
<b>GCU agreement</b>	General Contract of Use for Wagons, available at <a href="http://GCU - Bureau (gcubureau.org)">GCU - Bureau (gcubureau.org)</a>

The Seller and the Purchaser may be hereinafter severally referred to as the "**Party**" and jointly as the "**Parties**".

#### **Article 1: TERMS OF CONCLUSION AND PERFORMANCE OF AN AGREEMENT**

1. The Seller and the Purchaser may conclude the Sale Contract under any procedure, including by means of acceptance by the Purchaser of the Sale Contract sent by the Seller. Unless otherwise provided for in the Sales Contract, acceptance by the Purchaser of the Sales Contract shall be effected by means of providing the Seller, within 10 (ten) business days (for the purpose of this General Terms and Conditions business day means any day except any Saturday, any Sunday, any other day which is a non-working day under Non-working Days Act of 18 January 1951 (consolidated text, Dz. U. of 2020, item 1920, as amended)) of the receipt of the Sale Contract, with a copy of the Sale Contract signed by persons authorized to act on behalf of the Purchaser. Acceptance of the Sale Contract shall mean acceptance of all the Sale Contract provisions and the General Terms and Conditions. The General Terms and Conditions are also available at [www.orlen.pl](http://www.orlen.pl).

2. The Purchaser shall place Order for sale of the Product in a written form. The Purchaser declares that the person/people placing the Order and accepting the Sales Contract is/are authorized to act on behalf of the Purchaser. The Seller declares that the person providing the Sales Contract is authorized to act on behalf of the Seller.

3. The sale of the Product shall be made according to the prices agreed between the Seller and Purchaser.

4. The sale of the Product may be performed as a single sale/delivery or on a partial basis. Notwithstanding the manner of sale/delivery, the Parties shall establish a schedule of sale/delivery of the Product. In the event of partial sale/delivery, each release of the Product shall be settled like a separate, single sale/delivery. In the event of a few sales/deliveries of the same Product, performed within one day, it shall be permissible to issue a collective invoice for the sale/delivery of the same Product made within the day.

5. The Purchaser shall provide the Seller, in writing or by e-mail, with all and any required instructions related to the sale/delivery in compliance with the principles described in Articles 2 and 3 hereof, respectively, depending on the delivery terms. All and any additional costs, charges or expenses, incurred by the Seller as a result of a failure to provide, defective provision or change of the instructions provided earlier by the Purchaser shall be borne by the Purchaser. The Purchaser shall provide the Seller with all and any documents and information required for proper preparation and completion of transport documents and fulfilment by the Seller of its obligations under the provisions of the tax law and provisions on statistical data.

6. A change of the date of sale/delivery shall require for its validity a consent of the Purchaser, expressed directly in writing or by e-mail. Notwithstanding the foregoing, the Seller reserves its right to change the time and date of the delivery, in the event of occurrence of circumstances being beyond the Seller's control, such as limitations in road traffic, limitations in rail traffic, roadblocks or blocked railway lines, logistic difficulties or reduction in carriers' capacity. The Seller shall immediately notify the Purchaser of any situation that might affect the timeliness of sale/delivery.

7. Timely release of the Product shall be understood as the release of the Product on the date agreed in the delivery schedule (i.e. between 00.00 and 24.00 hrs.). The Product release date shall be each time indicated in the Delivery Note or the shipment advice.

8. The performance of sale/delivery shall be effected with the tolerance of +/-10% of the Product quantities indicated in the Sale Contract.

9. The performance of sale/delivery shall be effected in compliance with the delivery bases indicated in the Sale Contract, with the use of the means of transport indicated therein, appropriate for transportation of a given Product. The Party responsible for the provision of means of transport shall provide them in a due technical condition and provide for clean tanks. The Seller reserves its right to refuse to do the loading in the event of finding any irregularities in this scope.

10. The property right in the Product and the risk connected with it (including the risk of loss or deterioration of quality) shall pass to the Purchaser at the time of the release of the Product to the Purchaser or the carrier indicated by the Seller or the Purchaser (save that, for avoidance of any doubts, if a few carriers take part in transportation, the property right in the Product and the risk connected with it shall pass to the Purchaser at the time of the release of the Product to the first carrier).

11. A failure to collect the Product within a given period or time limits for reasons for which the Purchaser is responsible shall not transfer the Seller's obligations to further periods or dates, unless otherwise agreed by the Parties in writing.

12. In the event of a failure by a Party to meet its obligations related to sale/delivery or collection, respectively, of the agreed quantity of the Product (save for the tolerance limit under Section 8 hereof) for any other reason than a Force Majeure event or Unplanned Downtime, the other Party shall be entitled to charge a contractual penalty in the amount of 10% of the net value of the Product that has not been delivered/collected, calculated on the basis of the arithmetic mean of the net prices of the Product applicable in a given calendar month in which the sale/delivery was to be effected.

13. The Parties hereto reserve their right to pursue claims for damages under general principles, exceeding the value of the contractual penalty set out in Section 12 above.

14. At the time of each release of the Product the following documents shall be enclosed (apart from the documents for the purpose of settlements between the Parties, to be sent by the Seller/Supplier by post): (i) a quality certificate defining qualitative parameters of the supplied Product; (ii) the "Delivery Note" in the event of sale/delivery performed in road means of transport; (iii) "shipment advice" in the event of sale/delivery performed in rail means of transport; (iv) "Bill of Lading" or "Waybill" in the event of sale/delivery performed in vessels (v) and any other documents, if applicable.

#### **Article 2: PRINCIPLES OF PERFORMANCE OF DELIVERY UNDER THE TERMS OF FCA PŁOCK/FCA WŁOCŁAWEK, FCA ANY OTHER ORLEN S.A./GK ORLEN PLANT**

1. In the event of sale/delivery performed in rail means of transport of the Purchaser under the terms of FCA collection point (the place of recorded release of the shipment to the carrier indicated by the Purchaser) of ORLEN S.A. Plant in Płock/ ORLEN S.A. Plant in Włocławek/ any other ORLEN S.A./GK ORLEN Plant

1.1 The Purchaser shall meet the Product sale/delivery schedule agreed by the Parties only in rail means of transport meeting the Seller's technical requirements. Rail means of transport (rail tankers) set out in the previous sentence should be marked in compliance with applicable legal provisions in force and have shipment documentation that arouses no doubts as regards the

Product that may be transported with the use thereof and the data of the Purchaser to which the Product shall be released.

1.2. In the event of a failure by the Purchaser to meet the conditions set out in Section 1.1. hereof, the Seller reserves its right to refuse to accept the rail means of transport in the collection point of ORLEN S.A. Plant in Plock; ORLEN S.A. Plant in Włocławek, any other ORLEN S.A./GK ORLEN Plant

1.3. The Purchaser shall provide the Seller by e-mail, with the proposed schedule of sale/delivery of the Product with rail means of transport from the Seller's Plant not later than 7 (seven) business days prior to the date of the planned sale/delivery of the Product. The Seller shall confirm or propose a new schedule to the Purchaser by e-mail within 3 (three) business days of the receipt of the schedule proposed by the Purchaser. All and any changes to the agreed schedule shall require a consent of both Parties, given by e-mail.

1.4. Each provision by the Purchaser of an empty rail means of transport for the purpose of loading the Product shall require arrival notification by the Purchaser including: numerical specification of rail means of transport, time of arrival at the collection point of ORLEN S.A. Plant in Plock ORLEN S.A. Plant in Włocławek, any other ORLEN S.A./GK ORLEN Plant, name of the carrier indicated by the Purchaser for the purpose of carriage of the Product. The aforementioned information shall be provided by e-mail to [zospp@orlen.pl](mailto:zospp@orlen.pl). The Purchaser shall provide the said information on the date of sending by the Purchaser of rail means of transport to the collection point of ORLEN S.A. Plant in Plock, ORLEN S.A. Plant in Włocławek, any other ORLEN S.A./GK ORLEN Plant.

1.5. The Purchaser shall provide rail means of transport for loading the Product at the collection point of ORLEN S.A. Plant in Plock and ORLEN S.A. Plant in Włocławek and any other ORLEN S.A./GK ORLEN Plant.

not sooner than 3 (three) calendar days and not later than 3 calendar days prior to the date of the planned release of the Product, unless otherwise agreed by the Parties in writing.

1.6. In the event of a failure by the Purchaser to meet the time limits set out in Section 1.5 hereof, the Seller shall be entitled not to accept the rail means of transport from the carrier indicated by the Purchaser.

1.7. In the event of acceptance of the rail means of transport from the carrier despite a failure by the Purchaser to meet the time limits set out in Section 1.5 hereof, the Seller shall charge the Purchaser with a fee for occupation of railway siding tracks (service of prolonged loading), unless otherwise agreed by the Parties in writing. A fee shall be calculated for each begun day exceeding the time limit defined in Section 1.5 hereof, and the amount of the fee according to the current Seller's rates.

1.8. In the event of meeting the time limits set out in Section 1.5 hereof, the Seller shall load the Product onto the rail means of transport provided by the Purchaser and hand them over to the carrier indicated by the Purchaser in compliance with the agreed schedule. In the event of a failure to meet the time limits set out in Section 1.5 hereof, the Seller reserves its right to load the Product onto the rail means of transport provided by the Purchaser and release the Product to the carrier indicated by the Purchaser in compliance with the new schedule, agreed by e-mail between the Seller and the Purchaser.

1.9. The Seller shall each time notify the Purchaser a day in advance of the date and time of release of the Product at the collection point of ORLEN S.A. Plant in Plock or any other place or PTA Plant in Włocławek. The said notification shall be made in writing and delivered to the e-mail address indicated by the Purchaser. The time of release shall be approximate and the Seller shall bear no liability for a failure to meet it. Timely release of the Product shall mean release of the Product on the date resulting from the schedule. The Product release date shall be provided in the shipment advice.

1.10. On the notification date the Purchaser shall confirm by e-mail, to the e-mail address indicated by the Seller, the readiness of its carrier to collect the shipment on the date set by the Seller.

1.11. In the event of a failure to collect the Product by the Purchaser or the carrier indicated by it on the date agreed between the Seller and the Purchaser, the Seller shall charge the Purchaser with a fee for occupation of railway siding tracks for each begun day, counted from the date of the release of the Product, confirmed between the Parties, at the collection point of ORLEN S.A. Plant in Plock ORLEN S.A. Plant in Włocławek or any other ORLEN S.A./GK ORLEN Plant (prolonged loading service), in the amount according to the current Seller's rates. Furthermore, in the event a necessity arises for the Seller to perform any additional works at the railway siding, the Seller shall charge the Purchaser with a fee corresponding to the hourly rate, for each hour of works performed at the railway siding (manoeuvring works), according to the current Seller's rates.

1.12. The fee set out in Sections 1.7 and 1.11 hereof shall be paid on the basis of an invoice issued by the Seller. An invoice shall be issued within not more than 7 (seven) days of the last day/hour of the event entitling the Seller to charge the said fee (the time of service performance). Payment term of invoice is 14 calendar days from the date of invoice. The amount of the fee, increased with goods and services tax (VAT) according to the applicable rate, shall be payable.

2. In the event of deliveries performed in road means of transport of the Purchaser under the terms of FCA collection point (the place of recorded release of the shipment to the carrier indicated by the Purchaser) of ORLEN S.A. Plant in Plock or ORLEN S.A. Plant in Włocławek or any other ORLEN S.A./GK ORLEN Plant.

2.1. The Purchaser shall perform the Product sale/delivery schedule agreed by the Parties only in means of transport (vehicles and road tankers) meeting the Seller's technical requirements. Road means of transport set out in the previous sentence should be marked in compliance with applicable legal provisions in force and have shipment documentation that arouses no doubts as regards the Product that may be transported by them.

2.2. In the event of a failure by the Purchaser to meet the conditions set out in Section 2.1. hereof, the Seller reserves its right to refuse to accept the road means of transport at the collection point of ORLEN S.A. Plant in Plock or ORLEN S.A. Plant in Włocławek or any other ORLEN S.A./GK ORLEN Plant.

2.3. Each sending by the Purchaser of an empty road means of transport for the purpose of loading the Product shall require provision by the Purchaser of the Product sale/delivery schedule, including: numerical specification of road

means of transport, time of arrival at the collection point of ORLEN S.A. Plant in Plock or ORLEN S.A. Plant in Włocławek or any other ORLEN S.A./GK ORLEN Plant, name of the carrier indicated by the Purchaser for the purpose of carriage of the Product, the quantity and name of the Product and the Contract number. The said information shall be provided by e-mail to [zospp@orlen.pl](mailto:zospp@orlen.pl) at least 4 (four) business days prior to the date of planned arrival of road means of transport at the collection point of ORLEN S.A. Plant in Plock or ORLEN S.A. Plant in Włocławek or any other ORLEN S.A./GK ORLEN Plant. Each time the Seller shall notify the Purchaser by e-mail, within 1 (one) business day of the receipt from the Purchaser of a proposal of the sale/delivery schedule, of the acceptance of the received schedule or, in the event the schedule proposed by the Purchaser may not be accepted, the Seller shall put forward its own proposal of the schedule. Timely release of the Product shall mean release of the Product on the date indicated in the Delivery Note.

2.4. The Seller shall load the Product onto the road means of transport provided by the Purchaser, provided that the terms and conditions defined in Section 2.3 hereof are met. In the event of a failure to meet the terms and conditions set out in Section 2.3 hereof, the Seller reserves its right to load the Product onto the road means of transport provided by the Purchaser and release the Product to the carrier indicated by the Purchaser in compliance with the new schedule, agreed by e-mail by the Seller and the Purchaser.

3. The Purchaser shall provide the Seller with all and any information required for proper preparation and completion of the transport document: CMR (in the event of road means of transport) and railway bill (in the event of rail means of transport), including without limitations data related to the consignor's name and address; save that the consignor shall be understood as the entity that has concluded with the carrier an agreement regarding carriage of the Product from the collection point of ORLEN S.A. Plant in Plock and Włocławek or any other ORLEN S.A./GK ORLEN Plant to the place of destination. The Purchaser shall authorise ORLEN S.A. to complete, on behalf of the Purchaser, the following information on the CMR or railwaybill: place of shipment, date of shipment, hour of shipment, numbers of loaded means of transport, tare weight of the mean of transport, tare weight of the supply, net weight of the mean of transport, net weight of the supply, gross weight of the mean of transport, gross weight of the supply. The other columns of the CMR or railwaybill (other than the ones listed above) shall be completed in compliance with the template provided by the Purchaser. The consignor of the Product to be indicated on the CMR or railwaybill shall be the Purchaser or any other entity indicated by it. In the event of a failure to provide data necessary for proper preparation of the railwaybill, the Seller shall only hand over the Delivery Note.

### **Article 3: PRINCIPLES OF PERFORMANCE OF DELIVERY UNDER THE TERMS OF CPT OR DAP/DDP**

1. In the event of deliveries by rail means of transport to the Purchaser's or indicated by the Purchaser Recipient's Plant (understood as the place of destination), the Seller shall provide a relevant quantity of rail means of transport suitable for carriage of the Product, providing for delivery of the Product under the terms and on the dates agreed between the Parties, and it shall provide a proper technical condition and cleanliness of tanks of the said rail means of transport. The minimum delivery to be performed under the terms of CPT and DAP/DDP with the use of rail means of transport of the Seller shall be agreed between the Parties.

2. In the event of CPT, the property right in the Product and the risk connected with it (including the risk of loss or deterioration of quality) shall pass from the Seller to the Purchaser at the time of release of the Product, i.e. hand-over of the loaded rail means of transport to the carrier at Plock Trzepowo railway station number 032623 according to the Specification of Tariff Distances (understood as the place of release).

3. In the event of DAP/DDP, the property right in the Product and the risk connected with it (including the risk of loss or deterioration of quality) shall pass from the Seller to the Purchaser at the time of placing the Product at the Purchaser's disposal on the arriving rail means of transport, ready for unloading at the railway station indicated by the Purchaser (understood as the place of release).

4. The Purchaser shall provide the Seller, by e-mail, with the proposed schedule of delivery of the Product with the use of rail means of transport to the Purchaser's Plant not later than the 25th (twenty-fifth) day of the calendar month preceding the month of the planned delivery. The Seller shall confirm or propose a new schedule to the Purchaser by e-mail within 5 (five) business days of the receipt of the schedule proposed by the Purchaser. In the event that the Purchaser places an Order and accepts the Sale Contract provided by the Seller after the 25th day of the calendar month preceding the month of the planned delivery, the Purchaser shall provide the Seller with a proposition of the Product delivery schedule within 3 (three) business days of the acceptance of the Sale Contract. The Seller shall confirm or propose a new schedule to the Purchaser by e-mail within 3 (three) business days of the receipt of the schedule proposed by the Purchaser. The schedule provided by the Seller shall be final and binding to both Parties. All and any changes to the agreed schedule shall require a consent of both Parties, given in writing or by e-mail.

5. The Purchaser should check the technical condition of rail means of transport at the time of the collection thereof from the carrier. In the event of finding any damage or a lack of a part of the rail means of transport, the Purchaser or the carrier/railway siding operator employed by the Purchaser shall immediately make a relevant entry on the delivery-handover documents, notify the Seller thereof and provide the Seller with the original waybill and original delivery-handover documents or true copies thereof, for the purpose of documentation that the damage took place during transport. In the event of any omission in the above scope, preventing the Seller from filing a complaint to the carrier, all and any financial consequences thereof shall be borne by the Purchaser (i.e. it shall be implied that the Purchaser is liable for the damage or lack of a part of the rail means of transport).

6. In the event of any damage to the rail means of transport being under care of the Purchaser or the carrier/railway siding operator employed by the Purchaser, as a result of which the rail means of transport is qualified for scrapping, the Purchaser shall provide the Seller, at its own option, with an

equivalent replacement rail means of transport or pay to the bank account indicated by the Seller pecuniary indemnity in the amount constituting the equivalent value of the rail means of transport of the same technical and operational parameters as the damaged means of transport, in compliance with the provisions of the GCU agreement. The indemnity shall be paid within 14 (fourteen) calendar days of the receipt of a debit note from the Seller.

7. In the event of any other damage of the rail means of transport being under care of the Purchaser or the carrier/railway siding operator employed by the Purchaser than indicated in Section 6 hereof, the Purchaser shall bear the costs of repair of the found damage of the rail means of transport. The Purchaser or the carrier/railway siding operator employed by the Purchaser may not have the rail means of transport repaired without a consent of the Seller. The provisions of the GCU agreement shall apply to repairs of rail means of transport.

8. Directing by the Purchaser of an empty rail means of transport to any other address than provided in the railwaybill issued by the Seller or the use of the rail means of transport for any other purpose shall each time require a written authorisation (directions) issued by the Seller.

9. In the event of obtainment of a written authorisation (directions) from the Seller to redirect the rail means of transport to any other address than the address provided on the railwaybill issued by the Seller, the Purchaser shall bear the charges for making available the rail means of transport according to the Seller's current daily contractual rates, counted from the date of provision of the rail means of transport for unloading in the Purchaser's Plant, taking into account the free time for unloading to which the Purchaser is entitled (i.e. the time necessary for the Purchaser to perform unloading activities) to the date of shipment to the place initially indicated in the railwaybill issued by the Seller, i.e. to ORLEN S.A. Plant in Plock or ORLEN S.A. Plant in Wloclawek or any other ORLEN S.A./ GK ORLEN Plant.

10. In the event of return of rail means of transport directly from the place to which the Purchaser redirected rail means of transport (other than the Purchaser's Plant) on the basis of the obtained authorisation, the costs of transport to the place indicated in the railwaybill issued by the Seller, i.e. to ORLEN S.A. Plant in Plock or ORLEN S.A. Plant in Wloclawek or any other ORLEN S.A./ GK ORLEN Plant, shall be borne by the Purchaser. The Purchaser shall provide the Seller with delivery-handover documents within 3 (three) business days of the date of redirecting rail means of transport to any other place than indicated in the initial railwaybill issued by the Seller, i.e. not to ORLEN S.A. Plant in Plock or or ORLEN S.A. Plant in Wloclawek or any other ORLEN S.A./ GK ORLEN Plant. In the event of a lack of the said delivery-handover documents, the Purchaser shall pay a charge for making available a rail means of transport according to Seller's current daily contractual rates., calculated from the date of shipment of the loaded rail means of transport from the loading point at ORLEN S.A. Plant in Plock or or ORLEN S.A. Plant in Wloclawek or any other ORLEN S.A./ GK ORLEN Plant, i.e. from the time of hand-over of the loaded rail means of transport to the carrier to the time of hand-over by the carrier of an empty rail means of transport in the place indicated in the initial railwaybill issued by the Seller, i.e. to the to Seller's Plant in: Plock or Wloclawek or any or any other ORLEN S.A./ GK ORLEN Plant. .

11. In the event of redirecting a rail means of transport to any other address than the address indicated in the initial railwaybill, issued by the Seller (i.e. any other place than the Seller's Plant in: Plock, Wloclawek or any other place), without a written authorisation from the Seller, the Purchaser shall pay a contractual penalty in the amount corresponding to three times of the contractual value of the Seler's current daily rate for making available a rail means of transport, for the period from the date of provision of the loaded rail means of transport from the loading point of ORLEN S.A. Plant in Plock or ORLEN S.A. Plant in Wloclawek or any other ORLEN S.A./ GK ORLEN Plant, i.e. from the time of hand-over of the loaded rail means of transport to the carrier to the time of hand-over by the carrier of an empty rail means of transport in the place indicated in the initial railwaybill issued by the Seller, i.e. to ORLEN S.A. Plant in Plock or or ORLEN S.A. Plant in Wloclawek or any other ORLEN S.A./ GK ORLEN Plant. .

12. Each charge as set out in Sections 9, 10 and 11 hereof shall be effected on the basis of a relevant invoice/debit note, issued within 7 (seven) calendar days of the date of occurrence of an event resulting in the obligation to charge the said fee. The amount of the fee indicated on the VAT invoice, increased with goods and services tax (VAT) according to the applicable rate, shall be payable. In the event of contractual penalties set out above, the amount payable shall be defined on the basis of a debit note. The invoice/debit note shall be paid within 14 (fourteen) calendar days of the date of issuance thereof.

13. The Purchaser shall completely unload the rail means of transport. A completely unloaded means of transport shall be deemed a means of transport in which remains do not exceed 2% of the theoretical tare weight of a given rail means of transport.

14. In the event of unjustified leaving the Product in a rail means of transport in the quantity exceeding 2% of the theoretical tare weight of a given rail means of transport, resulting in a necessity to clean it, the Purchaser shall cover the costs of cleaning thereof. For the part of the Product that has been left without justification in the rail means of transport the Seller shall not adjust the amount of its due from the Purchaser on account of the delivery.

15. The Purchaser shall cause the carrier to enter the dates and hours of arrival and departure of rail means of transport in compliance with delivery-handover documents. In the event of any complaints, the Purchaser shall enclose originals of the said documents or true copies thereof.

16. In the event of loss of an empty rail means of transport returned after unloading or as a result of redirecting it by the Purchaser, the Purchaser shall, at a request of the Seller, provide the original waybill from the last run of the rail means of transport and any other documents, if any, connected with the loss thereof within 3 (three) months of the confirmation of the loss thereof. In the event of causing limitation of claims of the Seller against the carrier due to a lack of the documents listed herein, the Purchaser shall provide the Seller, at its own option, with an equivalent replacement rail means of transport or pay to the bank account indicated by the Seller pecuniary indemnity in the amount constituting the equivalent value of the rail means of transport of the same technical and

operational parameters as the lost means of transport, in compliance with the provisions of the GCU agreement. The indemnity shall be paid within 14 (fourteen) calendar days of the receipt of a debit note from the Seller.

17. Relevant provisions of the GCU agreement shall apply to all other issues related to liability for rail means of transport, not provided for herein.

18. In the event of finding broken seals on the rail means of transport, for the purpose of filing a complaint, the Purchaser shall provide: (i) a protocol of inspection of the rail means of transport, carried out in the presence of a commission; (ii) a protocol on weighing the rail means of transport, carried out in the presence of a commission, with documented quantity of shortage, (iii) a scales legalisation/calibration certificate.

19. The commission to be appointed for the purpose of considering the complaint indicated in Section 18 hereof should be composed of a representative of the Purchaser, a representative of the carrier and a representative of the Seller.

20. In the event of finding any excessive shortage and no broken seals on a rail means of transport, the Purchaser shall notify the Seller thereof not later than within 2 (two) business days of the date the Product reached the railway station provided by the Purchaser and indicated on the waybill. Until the reply of the Seller, the shipment shall remain at the disposal of the Seller and the running of the free time for unloading activities (i.e. the time necessary for the Purchaser to perform unloading activities) shall be suspended.

21. The Seller shall charge the Purchaser for stay of rail means of transport on the railway siding of the Purchaser in connection with unloading activities on the basis of the initial railwaybills, issued by the Seller (service consisting in making available rail means of transport).

22. The free time for unloading activities of rail means of transport will be agreed by the Parties in hours counted from the date and hour of provision of rail means of transport by the carrier to the railway station indicated by the Purchaser, in compliance with the entry in the waybill and delivery-handover documents.

23. In the event of exceeding the free time for unloading, the Seller shall charge a contractual fee, for each begun day, for the service consisting in making available rail means of transport for each day/rail means of transport in the amount according to the Seller's current rate.

24. The contractual fee for the service consisting in making available rail means of transport shall be charged from the time of exceeding the free time for unloading to the time of provision of the rail means of transport to the carrier after unloading in the Purchaser's Plant. The basis for charging the fee shall be the dates of provision and taking the rail means of transport by the carrier according to delivery-handover specifications prepared at the Purchaser's railway station. Each time the fee set out in Sections 21- 24 hereof shall be charged on the basis of a relevant invoice, issued within 7 (seven) days of the end of an event justifying charging the said fee (the time of service performance), payable within 14 days from the invoice date.

25. The amount of the fee, increased with goods and services tax (VAT) according to the applicable rate, shall be payable.

26. In the event of delayed collection of the shipment because of exclusive fault on part of the Seller, the settlement shall be based on the date of notification of the readiness for collection, provided by the Purchaser.

27. After unloading the Purchaser shall return rail means of transport to the address indicated in the enclosed initial waybill, issued by the Seller, i.e. to ORLEN S.A. Plant in Plock or or ORLEN S.A. Plant in Wloclawek or any other ORLEN S.A./ GK ORLEN Plant.

#### **Article 4: PAYMENTS & INVOICES**

1. Payments shall be made by the Purchaser according to payment terms stated in the Sale Contract.

2. The Purchaser shall pay the full amount of the Invoice without a right to set off any of its receivables from the Seller, whether such receivables result from the Agreement or any other arrangements made between the Parties.

3. Payment for the Product shall be made by transfer to the bank account of the Seller indicated on the Invoice, by the due date indicated on the Invoice. The obligation to pay for the Product shall be deemed met on the date of crediting the full amount due resulting from the Invoice on the bank account of the Seller.

4. In the event of delayed payment by the Purchaser of any amount it is obliged to pay hereunder, the Seller shall be entitled to charge interest for delays in commercial transactions according to Polish law for each commenced day until paid in full, and furthermore, if the delay in payment exceeds 3 (three) calendar days, the Seller shall be entitled to suspend further deliveries of the Product until the overdue is paid or to apply advance payments for further deliveries.

5. The sale/delivery of the Product shall be made as part of the credit limit granted by the Seller or on the basis of an advance payment. For the purpose of granting or verification of the credit limit, the Seller shall assess financial reliability of the Purchaser or the guarantor, on the basis of the Purchaser's financial documents provided by the Purchaser or the guarantor, and reserves its right to request that an additional guarantee be provided and presented within the time limits set by the Seller, corresponding to the risk level.

6. In the event of any change of the credit limit the Seller shall immediately notify the Purchaser of each change of the amount of the credit limit and the reasons therefor.

7. If payment for the Product (lots of the Product) is to be made in the form of an advance payment, it shall be made prior to the release of the Product (or a given lot of the Product), in the amount of 100% of the value of the Product (or a given lot of the Product), according to the prices valid as at the date of release of the Product. If, on the date of making an advance payment for the Product, the price of the Product valid as at the date of release of the Product is not known, the Purchaser shall make an advance payment in the amount of 100% of the value of the Product according to the prices valid as at the date of making the advance payment, save that in such an event the Seller reserves its right to sell/deliver the Product only in the quantity corresponding to the value of the advance payment made by the Purchaser. In the event that the value of the advance payment made by the Purchaser for the Product is greater than the value of the Product calculated according to the prices valid as at the date of release of the Product, the amount paid extra by the Purchaser shall be, depending on the arrangements made between the Parties, returned by the

Seller to the bank account of the Purchaser or treated as an advance for further sales/deliveries of the Product.

8. The Seller declares to be a taxable person in the meaning of VAT regulations, registered for these purposes under the VAT identification number PL 7740001454.

9. The Seller shall provide the Purchaser with the appropriate certificate confirming thereof at every Purchaser's request. The Purchaser declares to be a taxable person in the meaning of VAT regulations, registered for these purposes under the VAT identification number put in the Order. The Purchaser shall provide the Seller with the appropriate certificate confirming thereof at every Seller's request. Each Party shall notify the other Party of any change of the status and/or the VAT identification numbers mentioned above immediately after such a change occurred.

10. The Purchaser authorises the Seller to issue VAT invoices without the signature of the person authorised by him.

11. An invoice may be issued in the foreign currency, agreed by the Parties. The basis for issuance of a Invoice shall be the quantity of the Product indicated in: (i) the delivery note in the event of sale/delivery with the use of road means of transport; (ii) the shipment advice in the event of sale/delivery with the use of rail means of transport; (iii) the reloading documents in the event of sale/delivery with the use of rail means of transport from ORLEN S.A. reloading point located in Sokółka.

12. A proper Invoice should, besides meeting statutory requirements, contain the following information: (i) the quantity of Goods, (ii) the name/description of the Goods, (iii) the number of the Seller's Sales Contract, (iv) the number of Purchaser's Order – on Purchaser's demand, (v) the terms and date(s) of payment in accordance with the Sales Contract, (vi) VAT identification numbers of the Seller and the Purchaser for deliveries within European Union.

13. Should it be necessary to issue a Corrective Invoice, it shall be paid on the same terms as the original invoice, counting from the corrective invoice date..

14. Unless provisions of This Sale Contract state otherwise any payment to the Seller or Purchaser shall be made within 21 (twenty one) days following the date of issuing a debit note. This shall not apply when other payment document then debit note is appropriate for the payment.

#### **Article 5: TAXES & CUSTOMS DUTIES**

1. All fees and prices set forth in the Sales Contract do not include any sales, use, value added, excise or similar taxes, duties, imposts, customs levies or other withholdings (the "Tax"). Any such Tax, if due, shall be added and paid by the Purchaser in addition to these price or fees Customs. The Seller shall be responsible for export customs clearance of Goods in Poland and shall bear all the costs connected with it, despite INCOTERMS 2010 conditions applied. The Purchaser shall be responsible for the import customs clearance and shall bear all the costs connected with the importation of Goods into the country of destination and any other country, if so required by the respective country legislation, including customs duties, taxes and other charges due under that legislation. If the Parties appoint the Purchaser to be responsible also for the export customs clearance of Goods, the Purchaser shall as soon as is practicable or by the 3 (third) business day following the exportation deliver to the Seller all appropriate documentation, confirming the exportation of the Goods, as required by ORLEN S.A. (e.g. in invoice) according to local, supranational or EU law.

2. Excise duty & VAT. The Purchaser shall be solely responsible for VAT, excise duties and all other similar taxes and charges (the "duties", the "duty") due in the country of the Goods' arrival, regardless of whether such country is consistent with the country of destination indicated in the Sale Contract. The Purchaser shall also take all possible preventive measures, including without limitation a timely furnishing the Seller with the appropriate information and documentation as required by the Seller (e.g. in invoice) according to local, supranational or EU law to release the Seller from being imposed with the duties in the country of dispatch or any other country where the duties may be imposed on the Seller. If the Seller is obliged by the tax law or the relevant authorities to pay the duties for reasons attributable to the Purchaser or any providers of transport, logistic, warehousing and other services related to the Goods, acting for or on behalf of the Purchaser (including without limitation the Purchaser's or his service providers' failure to furnish the Seller with the appropriate information and documentation (e.g. the Purchaser's obligation to sign delivery receipt acc. to statement put on copy of invoice) on time or delivering such an information/documentation incomplete, incorrect, including untrue or out-of-date information or indicating deficiency or any other discrepancy between the quantities loaded and discharged, irrespective of their reason), the Purchaser shall pay in a full amount these duties, in addition to a price set forth in the Sales Contract. The Purchaser shall also indemnify the Seller for all other damages and costs incurred directly or indirectly by the Seller with this respect, including interest, penalties and the related administrative costs.

3. To the extent that the payment(s) for the Product to be made under the Sales Contract are subject to VAT tax, the appropriate amount of such VAT will be shown as a separate item on the invoice and shall be added to the price for the Product and the Purchaser shall pay such amount.

4. Where legally possible, the Seller will apply a tax exemption, zero percent (0%) rate, or any other tax facility applicable in the relevant country. The Purchaser shall provide such documentation as the Seller may reasonably request to assist the Seller in applying for any such tax exemption, zero percent (0%) rate, or any other tax facility.

5. In case of deliveries within European Union the Purchaser is obliged to provide the Seller with all necessary applicable documentation within 7 (seven) calendar days after receipt in the Place of Destination of the Product in order to prove that the Product finally left the country of departure and were received in another European Union Member State. In case the Seller does not receive adequate applicable documentation for cross-border transportation of the Product and its reception by the Purchaser in another European Union Member State within 30 (thirty) calendar days after receipt, the Seller is allowed to charge VAT to the Purchaser by issuing an invoice, which fulfils applicable VAT law invoicing requirements. The Purchaser agrees to pay such VAT to the Seller after receipt of a valid VAT invoice.

6. If the Seller does not charge VAT and it is subsequently found out that VAT is chargeable on such payment(s) for the Product, the Purchaser agrees to pay such VAT (if the VAT was charged as result of a mistake/omission of the Purchaser inclusive of any interests, tax penalties and fines) provided that the Seller shall exhaust all admissible reasonable defence measures to avoid such payment. The Purchaser shall make the payment upon receipt of a valid invoice for VAT purposes indicating the amount for such VAT burden..

7. The Purchaser shall reimburse the Seller for all costs, burdens, taxes, interest, sanctions and other charges of a similar nature imposed on the Seller by the relevant authorities if such costs, burdens, taxes, interest, sanctions and other similar charges have been imposed on the Seller in connection with or as a result of the invalidity of the Purchaser's VAT status and/or VAT identification number.

8. The transportation from Poland to the European Union countries is organized either by the Purchaser or on behalf of the Purchaser by the carrier indicated by the Purchaser. Subsequent sale of the Product by the Purchaser in the territory of Poland is prohibited. In case (i) the transportation from Poland to the European Union countries is not wholly organized by the Purchaser or on behalf of the Purchaser or (ii) the Purchaser subsequently sells the Product in the territory of Poland, the Seller shall be allowed to charge the amount of Polish VAT to the Purchaser on the corrective invoice and the Purchaser agrees to pay such amount (in addition to the Price) to the Seller within 14 (fourteen) calendar days from the date of issuing such corrective invoice. In such case the Buyer shall also reimburse the Seller for any sanctions, interest and penalties incurred by the Seller – within 14 (fourteen) calendar days from the date of issuing the debit note.

#### **Article 6: INFORMATION & DOCUMENTS**

1. The Purchaser shall provide the Seller, at least 5 (five) working days before the planned date of dispatch, with all information needed by the Seller to apply a VAT exemption or any other VAT preference or to put the Goods under the excise suspension regime (the "information"). The VAT exemption or excise suspension regime shall be applied after verification and confirmation the information by relevant tax authorities (the "Confirmation"). The Seller shall not bear any responsibility for delays of delivery(ies) caused by tax authorities. In case of impossibility of the Confirmation or non Confirmation, the dispatch shall be called-off or upon the Purchaser's written consent shall be performed as delivery with the excise duty paid before the dispatch (or/and VAT) acc. to local tax rates added on top of the price.

2. As for sales in the context of an intra-Community supply of the Product, the Purchaser to be obliged to confirm receipt of the goods according to the statement put on the Invoice and send back duly signed document to the Seller.

#### **Article 7: WARRANTY, COMPLAINTS**

1. The quality of a given Product shall meet qualitative parameters defined in a standard applicable to the Product, indicated in the Contract. For this purpose the Seller shall carry out qualitative analyses of each lot of the Product. Each sale/delivery shall be accompanied with a quality certificate defining qualitative parameters of a given lot of the Product. The Seller shall deliver the Product in compliance with the Specification indicated in the Contract and shall not be liable for further application thereof. Apart from the warranty indicated in the first sentence hereof, the Seller makes no other warranty or representation as regards the quality of the Product, its intended use or application.

2. The Purchaser shall check the Product (as regards the quality and quantity thereof) in the manner applicable and suitable for a given Product, immediately following the sale/delivery thereof, but not later than within 10 (ten) days following the date of release of the Product but, at the same time, not later than 2 (two) business days of the date the Product reached the delivery place indicated on the railwaybill in the event of a qualitative complaint and not later than 2 (two) business days of the date the Product reached the delivery place indicated on the railwaybill in the event of a quantitative complaint. In the event of finding any qualitative defect, the Purchaser shall, immediately following detection thereof but not later than 11 (eleven) days following the date of release of the Product but, at the same time, not later than 3 (three) business days of the date the Product reached the delivery place indicated on the railwaybill, file a complaint in writing to the Seller. In the event of finding any quantitative defect, the Purchaser shall, immediately following detection thereof but not later than 3 (three) business days of the date the Product reached the delivery place indicated on the railwaybill, file a complaint in writing to the Seller. In the event of finding any hidden defects, the Purchaser shall, immediately following detection thereof but not later than 7 (seven) days of the date of detection of the defect, file a complaint in writing to the Seller. The Purchaser shall lose its rights under the warranty in the event of a failure by the Purchaser to inspect the Product and to file a complaint within the time limits set out above and in compliance with the above provisions. Documents justifying the complaint shall be enclosed thereto.

3. Subject to Section 5 hereof, in the event of filing a complaint by the Purchaser, the Seller shall consider the complaint within 14 (fourteen) business days.

4. A complaint shall be accepted and considered provided that the Product remains in the means of transport in which it was transported (the shipment remains in an unaltered condition), save for due storage of the Product in the said means of transport, in a manner preventing from any damage thereof or occurrence of any shortages, in particular the Product may not be directly exposed to the activity of external factors, e.g. weather conditions.

5. The Seller reserves its right to inspect the lot of the Product being complained about, on the premises of the Purchaser, prior to proceeding to unloading (the shipment shall remain in an unaltered condition). A condition for considering a complaint in the event of delegation of the Seller's employees shall be the provision by the Purchaser of necessary conditions for conducting an inspection of the lot of the Product complained about, including inter alia: full access to the lot of the Product complained about, making available necessary information and documents related to the case.

6. A complaint procedure shall be suspended in the event that the complaint documentation is incomplete. The Seller shall immediately notify the Purchaser of the suspension of the complaint procedure and the reasons

therefor. The Purchaser shall supplement the complaint documentation within not more than 5 (five) business days of the receipt of a relevant notice.

7. In the event of a failure by the Purchaser to supplement the complaint documentation within the time limits set out in Section 6 hereof, the complaint shall not be accepted.

8. Filing a complaint by the Purchaser shall not release the Purchaser from the obligation to make a full payment for the Product. In the event of acceptance of the complaint and reduction in the price of the Product due to the defect, a relevant part of the price paid by the Purchaser shall be refunded to the Purchaser on the basis of a relevant correcting invoice.

9. The Seller may reject a complaint, if the Product has been improperly used, processed or mixed. The Seller shall bear no liability for the Product that has been used other than the intended use or properties thereof.

10. If a qualitative complaint filed by the Purchaser is not accepted by the Seller, the result of the Product analysis, obtained by a neutral, independent laboratory (selected by mutual consent of both Parties) shall be binding to them and final as regards the occurrence of a qualitative defect (rather than as regards the reasons for occurrence of the defect and liability of the Seller). The Parties shall select a neutral, independent laboratory within not more than 5 (five) days, counted from the date of provision to the Purchaser by the Seller of information on rejection of the qualitative defect. Costs of laboratory tests shall be borne by the Purchaser. The Seller shall reimburse the Purchaser the costs of laboratory tests carried out by the said independent laboratory on the basis of an invoice issued by the Purchaser only in the event that the complaint is accepted.

11. In the event the complaint is accepted, the Purchaser shall be entitled to request, at its own option, only: (i) either that the Seller deliver, at its own expense, instead of the defective Product, the same quantity of the Product free from any defects; or (ii) that the price of the Product be reduced due to the defect, save that the price should be reduced in the part corresponding to the ratio of the value of the Product free from defects to the value thereof calculated taking into account the existing defects. For avoidance of any doubts, in the event set out in point (ii) hereof the Seller shall bear no liability for damage resulting from use of the said defective lot of the Product that the Purchaser decided to leave on its premises. If, due to physical defects of the Product, the Purchaser requests that a Product free from defects be delivered instead of the defective Product, it may not send back the defective Product without a prior consent of the Seller and the collection of the defective Product shall require making arrangements between the Seller and the Purchaser. The Purchaser may not withdraw from the Agreement in the event of finding defects of the Product.

12. The Seller's liability for damage resulting from existence of defects in the event of exercise of the rights under the warranty shall be excluded under Article 558 of the Polish Civil Code. The provisions of Article 566 of the Polish Civil Code shall not apply to the Agreement.

13. The rights under the warranty for physical defects of the product shall expire following the expiry of the date indicated in Section 2 above on which the Product was released to the Purchaser.

#### **Article 8: EXCISE DUTY AND LICENCES**

1. As for sales in the context of an intra-Community supply of the following Products:

- |       |                    |               |
|-------|--------------------|---------------|
| (i)   | pyrolysis gasoline | CN 2710 12 11 |
| (ii)  | benzene            | CN 2902 20 00 |
| (iii) | toluene            | CN 2902 30 00 |
| (iv)  | para-xylene        | CN 2902 43 00 |
| (v)   | C4                 | CN 2711 14 00 |

the movement takes place under the excise duty suspension arrangement (in the EMCS system) together with the electronic Administrative Document (e-AD) and its printout to an authorised tax warehouse indicated by the Purchaser. The Products will be covered by the excise tax rate in the amount of PLN 0, provided that they are used for purposes other than heating, as additives or admixtures to heating fuels, to power combustion engines and as additives or admixtures to engine fuels. With this end in mind, before dispatching the Products, the Purchaser submits a declaration about such an intended use.

2. The Purchaser undertakes to confirm the receipt of the Products within five (5) working days from the receipt date and send the draft receipt report to the EMCS system.

3. If the Products mentioned in Section 1 are sold for export, the movement of such Products will take place under the excise duty suspension arrangement (in the EMCS system) together with the electronic Administrative Document (e-AD) and its printout – to the border customs office supervising the export of such Products beyond the territory of the European Community. The provision related to the excise rate and declaration mentioned in Section 1 applies accordingly.

4. As for sales in the context of an intra-Community supply of the following Products:

- |       |           |               |
|-------|-----------|---------------|
| (i)   | ethylene  | CN 2901 21 00 |
| (ii)  | propylene | CN 2901 22 00 |
| (iii) | butadiene | CN 2901 24 00 |

their movement occurs outside the excise duty suspension arrangement with the excise rate of PLN 0 due to the intended use to the location indicated by the Purchaser (provided that they are used for purposes other than heating, as additives or admixtures to heating fuels, to power combustion engines and as additives or admixtures to engine fuels). With this end in mind, before dispatching the Products, the Purchaser submits a declaration about such an intended use. The documents attached to the delivery are shipment documents.

5. If the Products mentioned in Section 4 are sold for export, the movement of such Products will take place outside the excise duty suspension arrangement with the excise rate of PLN 0 due to the intended use to the border customs office supervising the export of such Products beyond the territory of the European Community. The provision related to the excise rate and declaration mentioned in Section 4 applies accordingly.

6. In case of sales/supplies of the Product in compliance with the procedure of excise tax suspension, the Purchaser is obliged – within 5 (five) working days from the date of completion of transportation – to send a "draft receipt report" or "a document replacing the receipt report" to the System. If the

Seller does not receive a "draft receipt report" or "a document replacing the receipt report" within 2 months from the date of dispatch of the Product (which entails an obligation to pay excise tax by the Seller due to completion of the procedure of excise tax collection – in compliance with article 42 sec. 1 point 3 of the Excise Tax Act), the Seller shall be entitled to issue a debit note that adds the tax dues (excise tax, fuel fee if it is due and VAT) to the selling price. The payment shall amount to the difference in price specified in the initial invoice and the tax liabilities generated in result of completion of the procedure of suspension of excise tax collection in the respective case. The above mentioned difference shall be paid by a date set by the Seller as the due date of tax dues related to completion of the procedure of suspension of excise tax collection, which is to be set in a reminder letter issued and sent to the Purchaser after lapse of the period referred to in the second sentence of this section. Such period shall not be binding only if before its lapse the Purchaser receives documents referred to in the second sentence of this section. On the due date of payment of excise tax to the customs office, the Seller shall issue a debit note for the Purchaser that is to be settled on the date of its issuance.

7. The Purchaser declares that it is aware of the requirements of the Energy Law Act of 10 April 1997 on production and trading in liquid fuel in Poland, including of the legal consequences of the foregoing activities performed without a concession and possible liability of the Seller for sales of the Product used by the Purchaser contrary to its purpose for production or resale as liquid fuel without respective concession to be held by the Purchaser.

8. The Parties declare that the Products sold/purchased under the Sale Contract concluded in compliance with these General Terms and Conditions shall not be used for production of liquid fuels or trading in or use as liquid fuels for transport or heating purposes, so they do not require a concession used for production of or trading in liquid fuels, including a concession for foreign trading in liquid fuels entitling the Purchaser for such type of activities.

9. If the Purchaser wishes to use the Products purchased under the Sale Contract concluded in compliance with these General Terms and Conditions for production of liquid fuels or resale as liquid fuel to be used for transportation or heating purposes, it is obliged to notify the Seller about it immediately. In such case, the Products will be sold under a separate agreement after the Purchaser meets the requirements defined for sales of liquid fuels in order to produce or resale liquid fuels.

10. Unilateral arbitrary change of purpose of the Products purchased by the Purchaser into liquid fuels shall infringe article 8 sec. 8 of these General Terms and Conditions and shall serve as the grounds for the Seller for immediate suspension of supplies and termination of the Agreement without notice, and for liquidated damages in the amount of PLN 100,000 to be charged.

11. If the Chairman of Energy Regulatory Office (URE) imposes a penalty on the Seller for sales of liquid fuels to entrepreneurs without respective concessions, if such concession is required, which happens in result of the Purchaser's infringement of article 8 sec. 8 of these General Terms and Conditions, the Purchaser shall be obliged to pay liquidated damages to the Seller in the amount equal to the final penalty imposed on the Seller/Supplier by URE's Chairman.

12. Additionally, in case of movement of goods listed in Act on monitoring system for road and rail transport of goods and trading in heating fuels of 9 March 2017 (consolidated text, Dz.U. of 2023, item 104, as amended) Parties agree to proceed in accordance to generally applicable legal provisions.

#### **Article 9: FORCE MAJEURE**

1. Neither Party shall be liable for non-performance of its obligations under the Sale Contract to the extent performance is prevented as a result of Force Majeure, if the Party (i) immediately notifies the other Party in writing of the Force Majeure event and provide detailed information on the causes and predicted duration thereof, and (ii) makes every effort, justified economically, to remedy or overcome the reason for delay or non-performance of its obligations as soon as practicable.

2. A "Force Majeure Event" shall be understood as an event being beyond the Party's control; for avoidance of any doubts, such events include inter alia (i) war activities, a war, a civil war, a state of war, riots, revolutions, acts of piracy, banditism or sabotage, (ii) natural disasters, including in particular severe storms, hurricanes, cyclones, earthquakes, lightnings, floods; (iii) explosions, fires, construction disasters of machinery, plant or production systems, as well as other accidents or events (including breakdowns of machinery), related to the said systems, systems on the premises of the plant, production facility or infrastructure thereof, including transmission, storage and handling equipment; (iv) boycott, strike, lockout, occupation of buildings or systems, lack of supplies or considerable disturbances in supply of raw materials necessary for production of the Product; (v) actions (or omissions) of state or international authorities, institutions or authorities, e.g. the European Union, public or self-government administration, whether or not they are carried out in compliance with or against legal provisions in force, such as economic sanctions, embargoes.

3. The obligations of the Party whose performance was affected by the occurrence of the Force Majeure Event shall be suspended to the extent they may not be performed as a result of the said event until the event ceases to exist or its consequences no longer affect the performance.

4. The Parties shall make effort in good faith to limit the consequences of the Force Majeure Event and cooperate for the purpose of development of a strategy related to taking relevant remedial actions and alternative measures aimed to remove the effects of the Force Majeure Event.

5. At the time of removal or overcoming of the causes of the Force Majeure Event the affected Party shall immediately notify the other Party in writing of the removal of causes of the delays or non-performance of its obligations. The time limits for performance of particular obligations shall be extended proportionally to the duration of suspension of the performance thereof.

#### **Article 10: DOWNTIME**

1. In the event of occurrence of any Unplanned Downtime, understood as occurrence of unplanned downtime, unplanned timely withdrawal from operation or unplanned slow-down of operation of production systems of the Seller for unexpected, unpredictable and objective technical, technological reasons, breakdowns or emergency situations that might affect the activity or



functioning of the production systems owned by the Seller or constituting a source of threat to human life or health, the Seller shall notify in writing of the occurrence of Unplanned Downtime, immediately following detection or occurrence thereof, and in the event of any risk of occurrence of Unplanned Downtime after learning about the possibility of occurrence thereof.

2. Immediately following the receipt of the notice set out in Section 1 above, the Parties shall proceed to talks in good faith for the purpose of reviewing both the projected and already set sales/deliveries of the Product, because of the duration of the Unplanned Downtime.

3. In the event of occurrence of Unplanned Downtime the Seller shall be released from its obligation to sell/deliver the Product to the extent the said events affect the said sale/delivery, save that the Seller shall make every effort to minimise the influence of the Unplanned Downtime on the sale/delivery.

#### **Article 11: PROTECTED INFORMATION**

##### **1. Business Secrets**

1. The Purchaser agrees to maintain confidentiality of information provided directly or indirectly by the Seller (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Purchaser in any other way during mutual cooperation, inter alia in connection with conclusion and performance of this Sales Contract, if such information relates directly or indirectly to the Seller, companies of the Seller's Group or their counterparts/contractors, including the contents hereof. The Parties agree that any technical, technological, organisational or other information of commercial value which, in whole or in part in a specific specification and collection of their elements, is not generally known to the persons usually dealing with a given type of information or that is not easily available to such persons, with regard to which the Seller, being an entity authorised to use and dispose of it, has taken, while observing due diligence, actions aimed at maintaining its confidentiality, transmitted by the Seller or on its behalf or otherwise obtained by the Purchaser while negotiating, concluding and performing the Sales Contract shall be treated as business secrets within the meaning of the Act of 16 April 1993 on combating unfair competition (hereinafter: "Business Secrets"), unless at the time of transfer, the transferor shall determine in writing or in electronic form different nature of such information from the specified above.

2. As commitment to maintain the confidentiality of information referred to in section 1 above, the Parties understand the prohibition to use, disclose and transfer such information in any manner and to any third party, except in case if:

2.1. disclosure or use of the information is necessary for proper implementation of this Sales Contract and in accordance herewith, or

2.2. the information at the time of its disclosure was already publicly available and had been disclosed by the Seller or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or

2.3. the Purchaser has been obliged to disclose information by a court or an authorised body or in the case of a legal obligation to disclose it, provided that the Purchaser shall immediately inform the Seller in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the Seller's recommendations regarding the disclosure, in particular as regards the request for exemption of transparency, legitimacy of filing a relevant appeal or other equivalent remedy and shall inform the court or the authorised body of the confidential nature of the transferred information, or

2.4. the Seller has expressed its written consent to Purchaser's disclosure or use of information for a specific purpose, in manner indicated by the Seller.

3. The Purchaserr shall undertake such safety measures and follow such procedures that will be appropriate and sufficient to ensure safe processing of Business Secrets, including compliant with the Sales Contract and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The Puchaser shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance hereof. The Purchaser shall immediately notify the Seller of any violation of protection rules or unauthorised disclosure or use of the Business Secrets processed in connection with Sales Contract execution.

4. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the Purchaser's staff and other persons, including, in particular, auditors, consultants and subcontractors, to whom the Purchaser shall disclose such information. ThePurchaser shall impose on the above mentioned persons, in writing, an obligation to protect the Business Secrets under at least the same terms and conditions as stipulated herein. The Purchaser shall bear full responsibility for acts or omissions of persons who have been provided with access to the Business Secrets, including liability referred to in section 8.

5. At the request of the Seller, the Purchaser shall, within a period not longer than five days, send to the Seller a list of persons and entities that have been provided by the Purchaser with access to the Business Secrets. Failure to fulfil the obligation referred to in this section shall be considered as unauthorised disclosure of the Business Secrets resulting in liability referred to in section 8.

6. The obligation to maintain the confidentiality of information shall be binding throughout the term hereof, as well as for 10 years after its termination, expiry or cancellation or impairment of its legal effects. If, despite the lapse of the Business Secrets protection period, as indicated in the preceding sentence, the information continues to be protected based on the internal regulations or

decisions of the Seller or based on the specific provisions of the law, the Seller shall notify the Purchaser in writing of protection period extension for an additional period, indicated by the Seller (but not more than 10 years), to which the Purchaser hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the 10-year period of protection referred to in the first sentence of this section, no later than 10 working days before this obligation loses its force. The Parties agree that the liability described in this section shall apply regardless of the termination, expiry or cancellation or impairment of legal effects hereof.

7. Not later than 3 working days after the expiry of the protection period referred to in section 6 above, the Purchaser and any persons to whom the Purchaser has disclosed the Business Secrets shall return to the Seller or destroy all materials composing the Business Secrets.

8. In the event of unauthorised use, transfer or disclosure by the Purchaser the Business Secrets, the Seller shall be entitled to request the Purchaser to pay a contractual penalty in the amount of PLN 100 000,00 (in words: one hundred thousand)1 for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the Seller to claim from the Purchaser compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other sanctions and entitlements of the Seller as provided by law, including the Act of 16 April 1993 on combating unfair competition.

9. Should it be necessary, in connection with performance hereof, to provide the Purchaser with access to, or to transfer to the Purchaser personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the Purchaser r shall be obliged to conclude with the Seller an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.

10. Should it be necessary, throughout performance hereof, to provide the Purchaser with access to, or transfer to the Purchaser, in any form, information composing the Company Secrets of ORLEN S.A., understood as the sensitive type of the Business Secrets of the Seller, which was subject to specific actions specified in internal acts of the Seller in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of the Seller, the Purchaser shall immediately conclude with the Seller, before receiving and processing such information, an amendment to this Sales Contract, compliant with the internal acts of the Seller, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN S.A.

11. For the avoidance of doubt, the Parties confirm that the Purchaser, beside its obligations under this Sales Contract, shall be also required to comply with additional requirements for the protection of certain types of information (e. g. personal data, confidential information) resulting from applicable laws.

12. The Purchaser is obliged to fulfil, on behalf of the Client 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 agreement with the Client, the information obligation towards natural persons employed by the Purchaser or cooperating with the Purchaser in the course of conclusion or performance of this agreement, including members of bodies, proxies, representative of the Purchaser without regard to the legal grounds of the cooperation, whose personal data were made available to the Client by the Purchaser in connection with the conclusion or performance of this agreement. The above obligation should be met by means of providing the persons with the information clause constituting Article 14,8 with simultaneous compliance with the accountability principle.

#### **Article 12: OTHER PROVISIONS**

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.

1. Each Party declares that it has implemented procedures for the prevention of corruption and conflict of interests.

2. 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.

3. 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:

- (i) 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,
  - (ii) 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 Sale Contract is performed or in which registered offices of the Parties or any business entity controlled by or affiliated with the Parties are located;
  - (iii) any political party, member of a political party or candidate for a post in a state office;
  - (iv) any agent or intermediary in exchange for payment to any of the aforementioned; and
  - (v) 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.
4. 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 Sale Contract, to the extent compliant with the provisions of this anti-corruption clause.
5. Each of the Parties certifies that during the period of performance of this Sale Contract, 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.
6. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Sale Contract by any representatives of any Party, the Parties shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.

#### Article 13: TERM AND TERMINATION

1. The Purchaser shall be entitled to terminate the Sale Contract with the effect as of the date of delivery of a written notice to the Seller in the following events, unless they result from any actions or omissions on part of the Seller, Force Majeure Event or Unplanned Downtime:
- a) a failure by the Seller to deliver the Product within the time limits defined in the Sale Contract and to remedy it despite the expiry of 14 (fourteen) days indicated in the request, sent by the Purchaser to the Seller, to deliver the Product within not more than 14 (fourteen) days of the service thereof;
  - b) if the Sale Contract becomes unenforceable for reasons for which neither Party is liable.
2. The Seller shall be entitled to terminate the Sale Contract with the effect as of the date of delivery of a written notice to the Purchaser in the following events, unless they result from any actions or omissions on part of the Purchaser or Force Majeure Event:
- a) a failure by the Purchaser to collect the Product within the time limits defined in the Sale Contract and to remedy it despite the expiry of 14 days indicated in the request sent by the Purchaser to the Seller to collect the Product within not more than 14 days of the service thereof; or
  - b) a failure by the Purchaser to pay for the delivered Product on time, in the whole or a part, and to remedy it despite the expiry of 14 days indicated in the request sent by the Purchaser to the Seller to pay for the Product within not more than 7 days of the service thereof; or
  - c) the financial standing of the Purchaser does not warrant due performance of the Sale Contract, in particular if a trade credit, granted in connection with the conclusion of Sale Contract, was cancelled to the Purchaser; or
  - d) if the Sale Contract becomes unenforceable for reasons for which neither Party is liable.
3. The termination of the Sale Contract shall not release the Parties hereto from any obligations arisen prior to the termination. In the said event each Party shall be entitled to take all and any necessary actions for the purpose of enforcing the performance by the other Party of the obligations arisen before.

#### Article 14: FINAL PROVISIONS

1. The Sale Contract shall be governed by and interpreted in compliance with the Polish law. The UN Conventions on agreements for international sale of goods drafted in Vienna on 11 April 1980 shall be excluded.
2. Issues not regulated in the Sale Contract, including in these General Terms and Conditions, shall be governed by the respective provisions of the Civil Code of 23 April 1964 (uniform text in the Journal of Laws of 2022, item 1360, as amended).
3. If one of more provisions of the Sale Contract is considered invalid, illegal or unenforceable in any scope or due to any reason, such invalidity, illegality or enforceability shall not affect the validity, legality and enforceability of the remaining scope of the Sale Contract.
4. The Seller shall not grant any licences or sublicenses to the Purchaser and shall not transfer any intellectual property rights related to the Product. If the Purchaser uses the product for manufacturing purposes or for the purpose of reworking of the Product into other products, the Purchaser, without a written prior consent of the Seller, the Purchaser, shall have no right to use the Seller's marks, in particular the Seller's trademark on manufactured products or packaging, or any other advertising materials.
5. All disputes resulting from the Sale Contract, which cannot be solved by the Parties within 30 (thirty) days from a notice received by one Party from another Party with specification of the nature of a dispute and its proposed solution, shall be solved by the Polish court of law competent for the registered office of the Seller.

6. If the absolutely binding legal provisions do not provide otherwise, any amendments and supplements to the Sale Contract must be approved in writing by both Parties, otherwise being null and void.
7. Without a written consent of ORLEN S.A., the Purchaser must not transfer (assign) receivables including an obligation to pay the fee for services defined in the Sale Contract, to any third Party.
8. Any letters, notifications, declarations made and provided under or in relation to the Sale Contract shall be considered effectively made, if they are made in writing and delivered:
- a) In person to the service addresses specified respectively: in case of the Purchaser – in an Order, and in case of the Seller – in a Sale Contract, or
  - b) Sent via registered letter with advice of delivery or via e-mail: in case of the Purchaser – in an Order, and in case of the Seller – in a Sale Contract.
- Delivery is considered to take place: (i) in case of personal delivery – upon delivery to an address specified above, (ii) in case of a registered letter – on the date of delivery confirmed by respective post office staff to an address specified above, (iii) in case of delivery via e-mail - when the computer system of the dispatching Party makes a record confirming that a message has reached an addressee.

*Information clause for the Tenderer/Contractor/Mandatory/Contracting Party being a natural person conducting economic activity, including a partner of a civil-law partnership*

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7 (hereinafter: "ORLEN S.A.") hereby 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](mailto: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). Information on the Data Protection Officer is also available at the [www.orlen.pl](http://www.orlen.pl) in the tab "Contact".
3. Your personal data are processed for the following purposes:
- a) establish cooperation, conclusion and performance of the agreement to which you are a party,
  - b) fulfilment of the legal obligations of ORLEN S.A. under the legal provisions, in particular the obligations under tax and accounting law, the obligations of the obliged institution under the Prevention of Money Laundering and Financing, the obligations related to prevent fraud and irregularities related to anti-corruption laws or other provisions result from the specificity of the Sale Contract,
  - c) verification of data correctness and timeliness, the reliability of business partners of ORLEN S.A. or persons related to the contractor, including business history research, legal and financial situation to protect the economic and legal interests of ORLEN S.A.,
  - d) care for security of ORLEN S.A. against fraud and irregularities regarding anti-corruption, including fraud detection and prevention, preventing conflicts of interest in business processes, maintaining high ethical standards,
  - e) establishing or maintaining business relationships, including appropriate correspondence or telephone contact,
  - f) conducting internal business analyses related to servicing contractors, terms of current business cooperation or the possibility of its development,
  - g) handling, pursuing and defence of claims,
  - h) marketing of own products or services ORLEN S.A.
4. The legal grounds for the processing by ORLEN S.A. of your personal data for the purpose defined in item 3 above include:
- conclusion and performance of the Sale Contract and taking action on demand of a person whose data is being processed prior to the conclusion of the Sale Contract (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
  - fulfilment of legal obligations imposed on ORLEN S.A. (in compliance Article 6(1)(c) of the GDPR) to ensure compliance with the law, regulations and sectoral guidelines,
  - legitimate interest of ORLEN S.A. (in compliance with Article 6(1)(f) of the GDPR), for the purposes indicated in item 3 point c-h.
5. Your personal data comes directly from you or publicly accessible registers (the National Court Register, the Central Register and Information on Economic Activity and other), the Internet pages kept by you for the purposes of business activity and from entities implementing on behalf of ORLEN S.A. services for the development and delivery of economic information in digital form in order to supplement / update data or verify it.
6. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (recipients) in the performance of the Sale Contract, companies from the ORLEN Capital Group in the event that it is necessary to achieve the purposes of processing referred to in item 3, entities providing IT services, services in the scope of invoicing, settlement of liabilities, delivery of correspondence and shipments, advisory service, legal services, debt recovery services, archiving services and personal and property protection services.
7. The provision of personal data is voluntary but necessary for the establish cooperation, conclude and perform of the Sale Contract and achieve the purposes set out in item. 3 above.
8. Your personal data processed under the Sale Contract shall be stored for the duration of the Sale Contract. After this period, ORLEN S.A. will store your personal data, if ORLEN S.A. is obliged by law, for the period specified by law and in order to protect our legitimate interests, until the expiry of mutual claims arising from the Sale Contract.
- In the case of data processing on the basis of a legitimate interest, the data are processed for or a period enabling the implementation of this interest or submit an effective objection to data processing.
9. 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 data portability, 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.

10. You can send a request regarding the implementation of the above-mentioned rights by e-mail: daneosobowe@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”. You have the right to file a complaint with the President of the Office for Personal Data Protection.

*Information clause for members of corporate bodies, proxies, representative of the Tenderer/Contractor/Mandatar/Contracting Party/Supplier\* and employees or associates who are contact persons or employees or associates who cooperate with Tenderer/Contractor/Mandatar/Contracting Party/Supplier at the conclusion and implementation of the Sale Contract.*

1. ORLEN S.A. with its registered office in Plock, 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 available in the “Contact” tab at [www.orlen.pl](http://www.orlen.pl).

3. Your personal data, provided to ORLEN S.A., 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 or constituting a product of the performance of the Sale Contract, held by you.

4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:

- a) performance of the Sale Contract 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 representation, the qualifications of the persons designated for the performance of the Sale Contract, contact in the course of the performance of the Sale Contract, exchange of correspondence, granting powers of attorney for representation of ORLEN S.A., proper performance of the Sale Contract, control, settlement of the Sale Contract, compliance with the principles of confidentiality and occupational health and safety,
- b) handling, pursuing 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.
- c) 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, the Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Sale Contract.

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:

- a) 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 Sale Contract concluded between ORLEN S.A. and the entity indicated in item 3,
- b) fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A.

6. The scope of personal data processed by ORLEN S.A. may include depending on the function and scope of cooperation, data: name and surname, position, function, business telephone number, business e-mail address, PESEL number, information about the rights and qualifications you have.

7. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (data recipients), including companies from ORLEN Capital Group, if it is necessary to achieve the purposes of processing indicated in item 3 to entities participating in purchasing processes, 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.

8. Your personal data are processed for the period necessary 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.

9. 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 or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.

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

#### **Article 15: SANCTION CLAUSES**

##### **1. REPRESENTATIONS OF THE PURCHASER**

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

- a) 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”);

- b) 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”);
- c) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
- d) 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;
- e) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

##### **2. OBLIGATIONS OF THE PURCHASER**

2.1 The Purchaser hereby undertakes to ensure that during the term of the Sale Contract:

- a) 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;
- b) any remuneration to which it is entitled under the Sale Contract 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;
- c) any of the representations represented in Clause 1 will remain correct.

2.2 In the event that any of the representations represented in Clause 2.1 becomes incorrect, it 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;

2.3 In the event of breach of the obligations set forth in Clause 2.1, the Purchaser shall be entitled to terminate the Sale Contract due to the fault of the Seller 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 point (a), the Purchaser shall be entitled to compensation covering any damages related to such restrictions, sanctions or limitations.