

GENERAL TERMS AND CONDITIONS OF SALE OF MARINE FUELS ORLEN Spółka Akcyjna

§1 General provisions

1. These General Terms and Conditions of Sale (hereinafter referred to as "GTS") shall apply to marine fuel sales contracts concluded by ORLEN Spółka Akcyjna acting in the capacity of the Seller (hereinafter referred to as the "Seller"), except when the Contracting Parties excluded, when concluding a given contract, the application of the GTS in whole or in part, by means of an agreement concluded, under pain of invalidity, in writing, or provided for the scope of their rights and obligations by means of an agreement concluded, under pain of invalidity, in writing.
2. These GTS, jointly with the sales offer and the Buyer's confirmation of acceptance of the offer by placing an order, are an integral part of the marine fuel sales contract.

§2 Definitions

Terms used in the document, unless the content of the document expressly provides otherwise, shall have the following meaning:

1. Seller - ORLEN Spółka Akcyjna with its registered office in Płock, ul. Chemików 7, 09-411 Płock.
2. Buyer - a Contracting Party purchasing marine fuel from ORLEN Spółka Akcyjna.
3. Parties - Buyer and Seller as parties to the signed Contract. Each of them separately also referred to as a Party.
4. Contract - a marine fuel sales contract, concluded between the Buyer and the Seller, under the terms and conditions set forth in the GTS.
5. MARPOL 73/78 - International Convention for the Prevention of Pollution from Ships, drawn up in London on 2 November 1973, as amended by the Supplementary Protocol signed in London on 17 February 1978, and by the Supplementary Protocol signed in London on 26 September 1997. The Regulation 14(1) or 4(a) and Regulation 18(1) of Annex VI to MARPOL Convention 73/78 shall apply in particular to these GTS.
6. EMCS PL 2 - ICT System for the Movement and Supervision of Excise Goods.
7. Marine fuel (interchangeably also referred to as fuel) - crude oil derivative products in compliance with ISO 8217(liquid fuels with the following CN codes: 2710 19 46; 2710 19 47; 2710 19 62, as well as LNG (liquefied natural gas with the CN code 2711 11 00) in compliance with the ISO 23306 (gas fuels) standard offered, for sale by the Seller.
8. Energy law - The Energy Law Act of 10 April 1997
9. Inventory Act - the Act of 16 February 2007 on the inventories of crude oil, petroleum products and natural gas, and on the rules of conduct to be followed when the fuel security of the state is threatened and when the petroleum market is disrupted
10. Bunker Delivery Note - a document confirming the delivery and acceptance of marine fuel, compliant with the formal requirements set forth in the applicable law, including Annex VI of MARPOL 73/78 Convention (including in particular Regulations 14 and 18). The Note must contain at least the following information:
 - a) name and IMO number of the vessel being bunkered,
 - b) date and port or anchorage where delivery took place,
 - c) name, address and phone number of the fuel Seller,
 - d) fuel name,
 - e) fuel volume delivered,
 - f) density at 15°C (kg/m³),
 - g) sulphur content (% (m/m),
 - h) flash point

- i) Seller's statement confirming that the fuel delivery is made in accordance with Regulation 14(1) or 4(a) and Regulation 18(1) of MARPOL 73/78 Convention, Annex VI.
- 11. Quality Certificate - a document certifying the quality of fuel delivered in compliance with applicable standards and ISO standards.
- 12. e-DD - electronic delivery document - a document specified in the tax regulations, which is generated through the EMCS PL2 system in the case of transport of an excise product, outside the excise duty suspension procedure (including marine fuel exempt from excise duty, excluding LNG sales).
- 13. Document replacing e-DD - a document, specified in the tax regulations, on the grounds of which excise goods are moved in the territory of the country outside the procedure of suspension of excise duty, excise goods, inter alia, covered by exemption from excise duty due to their intended purpose, when EMCS PL2 is unavailable.
- 14. Receipt report - a report submitted via the EMCS PL 2 system, providing evidence that the movement outside the procedure of suspension of excise duty of excise goods, inter alia, covered by the exemption from excise duty due to their intended purpose, has been completed.
- 15. Document substituting the acceptance report - a document containing the same data as the Acceptance Report, providing evidence that the process of transporting excise goods exempt from excise duty due to their intended purpose has been completed, used when the EMCS PL 2 system is not available.
- 16. EMCS PL2 system user - an entity deemed to be an EMCS PL 2 system user pursuant to the Act of 6 December 2008 on Excise Duty.
- 17. Consuming entity - an entity defined in the provisions of the Act of 6 December 2008 on Excise Duty.
- 18. Intermediary entity - an entity defined in the Act of 6 December 2008 on Excise Duty.
- 19. Release Note - a document confirming that fuel has been released from a storage tank.
- 20. Fuel delivery checklist - a document specifying the activities of the Buyer and Seller during the bunkering operation.
- 21. SENT Notification - a notification submitted to the register of notifications pursuant to the Act on the System for Monitoring Road and Rail Goods Transports and Trade in Heating Fuels of 9 March 2017.
- 22. International marine bunkers (Council Directive 2009/119/EC) – the amount of fuel delivered to ships under all flags engaged in international maritime or inland waterway navigation, except for fuel consumed by:
 - a) fishing vessels,
 - b) fish cutters,
 - c) fishing boats,
 - d) armed forces units.

§3 Quality, grade and volume of fuel

- 1. The Seller ensures that the fuel sold complies with the requirements of Annex VI to the MARPOL 73/78 Convention on the Prevention of Air Pollution from Ships as specified in Regulations 14(1) or (14)(4)(a), and that the delivery documents comply with the formal requirements specified in Regulation 18(1) of the aforementioned Annex.
- 2. The Seller guarantees that the marine fuel it sells complies with the requirements set forth in ISO fuel quality standards referred to above, as confirmed by a Quality Certificate. The Seller's responsibility for the quality of marine fuel as specified in the Certificate of Quality and for its fitness for shipping purposes shall cease once it has been discharged into the vessel's tanks or to any other location specified in the order.
- 3. The Seller is obliged to deliver the quantity of fuel ordered in written, electronic or documentary form by e-mail or telephone, which has been confirmed in a documentary form. In the event that the bunkered vessel fails to take delivery of the full amount of fuel specified in the order, the Seller reserves the right to charge the Buyer with the costs incurred as a result of transporting the fuel back, additional transshipment activities, the need to pay excise duty and the fuel surcharge and/or the sale of the unaccepted amount of fuel to another customer, at a price lower than that specified in the order - without prejudice to the Seller's other rights under the Contract and GTS.

§4 Price and extra charges

1. The price of marine fuel is expressed, as per the customer's request, in the following currency: PLN (Polish zloty) or a foreign currency, per the following units: M3/15 (cubic metre at 15°C) or MT (metric tonnes by weight). In the case of LNG fuel, the price is expressed in the weight unit TO (KG), kg, M3 or in the energy unit MWh, as indicated by the weight on the fuel filling site and the data specified in the Quality Certificate assigned to the delivery. The price offered by the Seller is calculated FOB at the port of shipment (Incoterms 2020), unless otherwise agreed by the Parties.
2. All prices and / or charges are expressed in net terms. The applicable fees and taxes, including VAT in compliance with the applicable law are added to the confirmed net prices. If the fuel sold does not comply with the definition of 'international marine bunkers', the cost of setting up the mandatory stocks and the stockpile fee in accordance with the applicable law shall be added to the price.
3. The price confirmed in accordance with § 7(1) of the GTS shall be binding upon the Parties for a period of 7 days. In the event that the actual bunkering date falls after the period during which the price offered remains binding, the Seller reserves the right to recalculate the price and submit a new bid. The validity of a previously confirmed price may only be extended by up to 14 days, only upon approval of the Marine Fuels Department Manager. Before requesting execution of the order, the Buyer shall always confirm the price with the Seller. The Buyer shall confirm the order in writing, electronically or, if the Parties have agreed so, via phone, which he shall then confirm in a documentary form (e.g. by e-mail). If any parameter of the delivery which may affect the price is changed due to reasons attributable to the Buyer, the Buyer shall notify the Seller forthwith and agree new terms of delivery pursuant to the procedure set forth in § 7(1) of the GTS. Any amendments to the terms and conditions of the Contract shall be null and void unless confirmed in writing or in a documentary form by the Seller and also accepted in writing or in a documentary form by the Buyer prior to the delivery. If the Seller is not informed about the changes to parameter that have taken place, all resulting consequences shall be borne by the Buyer, and the Buyer shall be obliged to pay the full amount of the increased costs of performing the Contract.
4. Should the Buyer withdraw from the Contract or fail to collect even a portion of the ordered fuel, the Seller reserves the right to charge the Buyer with a contractual penalty amounting to 10% of the net value of the order, simultaneously retaining the right to claim additional compensation if the reserved lump-sum costs do not fully cover the damage incurred by the Seller. The contractual penalty shall be paid pursuant to a debit note issued by the Seller, within fourteen (14) business days from the said note being issued.
5. Any additional charges not included in the selling price of the marine fuel, such as freight, insurance, piloting, fire/harbour assistance, harbour charges, bridge opening and other costs associated with the bunkering of the vessel, shall be borne in full by the Buyer.

§5 Measurements

1. The quantitative characteristics of marine fuel supplied under these GTS are measured and converted in accordance with the ASTM/API Petroleum Measurement Tables.
2. For the purpose of determining the volume of fuel sold, it is assumed that only the indication of the legalised measuring system of the tanker or bunkering barge making the delivery is final and binding. Any measurements taken on a bunkered vessel, i.e. receiving fuel, will not be considered as such. In the absence of a legalised metering system (meter) on the means of transport delivering marine fuel, the basis for determining the volume of fuel delivered will be the measurements taken at the point of filling, confirmed with a document from a legalised metering device.
3. The Buyer and the Seller or their authorised representatives shall have the right and duty to participate in the process of measuring the fuel's parameters and shall have the right to request any information necessary to verify the volume of the fuel delivered.
4. In the event that the Buyer fails or refuses to assist with the entire bunkering operation, including the measurement of the quantity of fuel, this measurement, made unilaterally by the Seller on the basis of the indications of the measurement system, shall be binding on both Contract Parties, and the Buyer's right to invoke non-delivery of a fuel quantity that is consistent with the Contract shall be waived.
5. The Seller shall provide four (4) identical, representative samples of each type of the marine fuel delivered - with two (2) of them being MARPOL samples and two (2) being arbitration samples for

the purpose of settling any claims. Two (2) samples shall remain on the bunkering vessel, i.e. one (1) MARPOL and one (1) arbitration sample, and the remaining two (2) samples shall remain, for similar purposes, with the Seller.

6. The aforementioned samples shall be taken throughout the bunkering operation (as indicated by the provisions of Annex VI of MARPOL 73/78) and the Buyer's representatives shall be notified of the time and place of sampling and shall be entitled to participate in this activity.
7. The samples taken shall be sealed and provided with a label comprising:
 - a) name of vessel,
 - b) IMO No. of the vessel,
 - c) data of means of transport used for delivery,
 - d) full name of the fuel,
 - e) date and destination for the delivery,
 - f) sample taking site,
 - g) seal number,
 - h) signatures of the Seller and Buyer or their authorised representatives.
8. In the event that the seals on the sealed samples are damaged by the Buyer, a claim for the quality of marine fuel is subject to rejection.
9. The samples shall be kept as follows:
 - a) MARPOL samples - for a period of 12 months from the delivery date - Buyer (vessel), 3 months - Seller,
 - b) the arbitration samples - for a period of 3 months from the delivery date in conditions preventing alteration of their characteristics - the Buyer and the Seller.
10. Claims regarding the quality and properties of the marine fuel samples taken may be submitted and their verification shall be performed solely based on tests conducted in accordance with the procedure set forth in fuel quality-related ISO standards referred to above. These tests will be carried out upon the Buyer's request by a certified and independent laboratory (expert) of international renown. If these tests show that the quality of fuel does not deviate from the agreed quality standards guaranteed by the Seller, then the costs of such tests shall be borne by the Buyer.

§6 Documentation

1. Prior to commencing marine fuel bunkering operations, the Seller shall provide the Master of the vessel being bunkered (hereinafter "Master") or his representative with documentation relating to the delivery of that fuel and with a Certificate of Quality containing data required by law and the ISO 8217 standard for the type of marine fuel in question.
2. Confirmation of the sale is provided by the Bunker Delivery Note and Release Note. The Bunker Delivery Note and Release Note, once signed by the Master or his representative and stamped, must be returned to the Seller. One copy of the Bunker Delivery Note and Release Note shall remain with the Master or his representative on the bunkered vessel.
3. The Master, or another authorised person, shall confirm with a legible (full name) signature and stamp the quantity of fuel dispensed on the Bunker Delivery Note and, in the case of a consignee that is not an EMCS PL2 User, also on:
 - a) an e-DD printout containing a box with the acknowledgment of receipt of the products or,
 - b) on the Document substituting the e-DD or,
 - c) on another hard copy document containing data required for the Acceptance Report, under excise duty legislation (hereinafter: "another acceptance document").The signed and stamped e-DD printout, the e-DD substitute document or another acceptance document shall be returned to the Seller. In case of delivery to a Consignee that is a User of EMCS PL 2, the Consignee shall confirm the acceptance by sending via EMCS PL 2 an Acceptance Report within 5 business days from the acceptance date or shall fulfil its legal and regulatory obligations related to the confirmation of acceptance by means of a Document substituting the acceptance report.
4. In the event that the Master of the vessel or any other authorised person questions the volume of fuel, sampling or makes any other objections to the delivery of the accepted marine fuel, they must include their comments in the Bunker Delivery Note, in the "Supplier's / Consignee's remarks" box, or must complete a "Letter of Protest" and hand it over to the Seller forthwith upon completion of delivery, under pain of forfeiture of the Buyer's right to claim any fuel deficiencies or sampling errors.

They shall then sign the Bunker Delivery Note and, if applicable, the e-DD printout containing a portion confirming the receipt of goods, or the e-DD substitute document or another acceptance document. Clarification of matters under dispute shall be forwarded to Buyer's and Seller's representatives.

§7 Sales

1. The Buyer is obliged to clearly specify in the Request for Proposal (RFP): the name of the vessel, IMO number (if any), volume, place, date and time of delivery of the marine fuel, as well as other specific delivery conditions, such as the freeboard height of the vessel from quay (or water) level to the vessel's bunker manifold. Upon receipt of a proposal from the Seller, the Buyer shall confirm the proposal by submitting an order in a written, electronic or documentary form by e-mail or, if the Parties have so agreed, on the phone, subsequently submitting a confirmation in a documentary form (e.g. by e-mail). Confirmation of the proposal made by placing the order, as referred to in the previous sentence, shall be deemed to constitute a conclusion of the Contract. A change to any delivery parameter after the order has been placed may only be made upon Buyer's written or documentary (e-mail) request and requires a consent of the Seller expressed in writing or in a documentary (e-mail) form, with such a consent being otherwise null and void.
2. The delivery time stated by the Seller is an approximate time, except in cases where it has been precisely indicated and confirmed as binding in a written or documentary form (e-mail) between the Parties.
3. Marine fuel shall be delivered to the vessel at berth in the port or at another location agreed between the Parties. Unless otherwise stipulated by special regulations, including local port regulations and customs/tax regulations, deliveries are made on 24/7 basis (round-the-clock, on all weekdays), including Sundays and public holidays.
4. Marine fuel is delivered by road tankers or bunker barges.
5. The location and approximate time of arrival (ETA) of the vessel is given in the enquiry and order by the Buyer.
6. In any case, the Buyer is obliged to provide the Seller, in the order, with the contact details of the agent or the vessel's representative, and if no such contact details are provided, then the Buyer is obliged to provide an approximate notification (by phone or email): 72 and 48 hours in advance, and a final notification 24 hours before bunkering. The final notification must indicate accurately the bunkering location of the receiving vessel. Amendments to these General Terms and Conditions of Sale made by the Buyer less than 24 hours prior to the fuel delivery date shall require the Seller's acceptance, and in the absence of such an acceptance, shall entitle the Seller to withdraw from the Contract or the order in question, for reasons attributable to the Buyer, and in the event of non-performance, shall not give rise to any liability on the part of the Seller. In such a case, the Seller shall be entitled to claim compensation for damages incurred in connection with the conclusion or performance of the Contract or a given order, in accordance with generally applicable regulations. The Seller may exercise the right to withdraw from the Contract or the respective order, as referred to in this paragraph, until the delivery of the fuel specified in the Contract or in the respective order.
7. During bunkering, the Seller is responsible for connecting and disconnecting the hose to/from the bunker truck/barge and for connections between the delivery hoses. The Buyer is obliged to connect the hose to the bunker vessel's manifold in a correct and safe manner, and the Seller is obliged to make sure, before filling is commenced, that the hose is correctly and safely connected to the bunker vessel's manifold.
8. Before commencing bunkering operations, a representative of the vessel's crew must verify that the system is properly connected to the receiving vessel's manifold (main).
9. The Buyer is obliged to agree with the Seller all technical aspects of the process of releasing fuel including, in particular: readiness to start bunkering, method of communication and emergency procedure for stopping the transfer, transfer rate, securing the freeboard of the vessel, also when connecting and disconnecting hoses, including the flange of the bunkering station. The Seller shall cooperate with the Buyer to ensure safe and prompt delivery.

In the event of a delay (culpable delay) by the Buyer in commencing and performing bunkering, the Seller shall be entitled to charge a contractual penalty in the amount of 1% of the net value of the marine fuel ordered for each commenced hour of the delay in bunkering, from the moment of reporting his readiness to commence bunkering. However, the value of such contractual penalties imposed must not exceed 30% of the net value of the marine fuel ordered.

10. The time of marine fuel release for the Buyer is deemed to be when the fuel reaches the connection flange of the bunkering station of the bunkered vessel. Once the fuel has passed this point, the Seller's liability ceases and all risks, including the risk of accidental loss, damage, deterioration in quality, pilferage, evaporation, shortages, etc. related to the purchased fuel are transferred to the Buyer. However, the Seller stipulates that the title to the delivered fuel shall be transferred at the date of receipt of the full price due for the delivery.
11. In view of the requirements set out in applicable excise duty regulations, the Seller will only transfer fuel to tanks that are permanently installed on the vessel.
12. It is the Buyer's responsibility to supply the vessel with all documents required by law necessary for delivery at the port or other place designated by the Buyer. It is also the Buyer's responsibility to hold and present to the Seller, prior to the sale of the fuel, a written confirmation of acceptance of a registration declaration for excise duty purposes, if the Buyer is subject to such registration.
13. The Buyer shall instruct the Master of the bunkering vessel on the following requirements:
 - the obligation to notify the Seller in writing or by means of a document (e-mail), prior to commencing the fuel transfer, about any special terms and conditions, damage or other circumstances that may adversely affect the performance of the order (Contract);
 - confirmation prior to delivery of the maximum allowable rate of loading and discharging, agreement on the method of communications and emergency procedure for stopping transshipment;
 - securing the freeboard to accept delivery and providing the assistance necessary to connect and disconnect the hoses.
14. Notwithstanding the right to charge a contractual penalty as stipulated in §7(9) of the GTS, in the event that the vessel being bunkered, for reasons beyond the Seller's control, is unable to immediately and without delay receive the ordered fuel, the Seller shall have the right to charge the Buyer with the costs of additional operations related to the demurrage of the road tanker or bunker barge.
15. The Buyer is obliged to secure confirmation on the Bunker Delivery Note of the fact that the ordered fuel has been accepted, whereby the ordered marine fuel may only be used for purposes entitling to exemption from excise duty pursuant to Article 32(1)(2) of the Act of 6 December 2008 on Excise Duty. The Consignee is also required to accept the delivery in a manner that complies with excise legislation. Failure to accept the fuel in a manner that entitles the Buyer to an exemption from excise duty will result in the Buyer being charged excise duty and a fuel surcharge - at the applicable rates. If the fuel is to be used for purposes other than those listed above, the Buyer undertakes to notify the Seller about this in writing, prior to the delivery performed under the order placed, and the Seller shall charge the excise duty due. The Buyer declares that the volume of marine fuel purchased and delivered against the Bunker Delivery Note and on the grounds of the electronic document e-DD or the Document substituting the e-DD corresponds to the volume ordered.

§8 Payment

1. The Buyer is obliged to make payment by the date stated on the VAT invoice issued in accordance with the Bunker Delivery Note (e-DD).
2. The payment shall be deemed made on the date on which the Seller's account is credited with the total amount due.
3. If the payment date falls on a public holiday, the Buyer is obliged to make the payment at the date immediately preceding the public holiday.
4. The due amounts indicated on the VAT invoice shall be paid, without any deductions, to the bank account specified in the VAT invoice. Bank charges and commissions related to the transfer of payments shall be borne by the Buyer, unless payment-related regulations, including those applicable within the European Economic Area (EEA), provide otherwise.
5. A potential instigation of a complaint procedure does not release the Buyer from his obligation to pay the price in full, without any deductions, within the deadline specified in the VAT invoice. Potential claims resulting from the complaint handling procedure shall be settled separately, upon the completion of that procedure.
6. In the event of late payment, the Seller shall be entitled to charge the Buyer with statutory interest for late payment in trade transactions, in compliance with applicable laws.

§9 Complaints

1. Any complaints concerning marine fuel sold shall only be considered, if the procedures provided for in these GTS have been followed and written comments made on the Bunker Delivery Note or "Letter of Protest" at the time of delivery completion, or immediately following the occurrence of circumstances giving grounds for lodging a complaint.
2. A formal complaint concerning the volume of fuel sold shall be lodged in writing by the Buyer on the grounds of written comments on the Bunker Delivery Note or "Letter of Protest" at the time of delivery completion pursuant to § 6(4) of the GTS, within 7 calendar days from the delivery date, otherwise volume complaints shall not be considered and may not represent grounds for Contract termination. The Seller shall process quantity-related complaints within a maximum period of 14 calendar days from the date of their receipt.
3. Quality-related complaints shall be considered by the Seller only on the condition that the Buyer submits his comments within a maximum period of 14 calendar days from the date of delivering the fuel and that the complaint is made in writing.
4. In the event of a quality complaint, the provisions of § 5(10) of the GTS shall apply.

§10 Liability

1. If the Buyer fails to fulfil his obligations within the timeframe set forth in the confirmed order, the Seller shall be entitled to withdraw from the Contract or the order in question. The aforementioned right Seller also be vested in Seller if it is evident, from all facts related to the case in question, that the Buyer will not meet the agreed fuel receipt deadline, even if that deadline has not yet come.
2. The Seller shall be liable for non-performance or improper performance of an obligation under the Contract (order) up to a maximum price of the volume of marine fuel sold under the Contract (order) in effect at the date of the sale.
3. The Seller may (i) refuse to sell fuel under a given order or Contract, (ii) suspend the performance of the Contract or, accordingly (iii) terminate the Contract with immediate effect or (iv) withdraw from a given order or Contract if liquidation proceedings have been instigated with respect to the Buyer, if costs related to the execution of the order/Contract that could have not been foreseen at the bidding phase have been incurred, if the delivery cannot be made by a tanker truck or bunkering barge, and if the terms of the Contract are violated by the Buyer.
4. The Seller shall have the right to demand, from the Buyer, a bank guarantee or another instrument securing the payment, before releasing the marine fuel. The bank guarantee shall require the Seller's prior approval concerning its form, content and the guarantor. If such a security instrument has not been obtained from the Buyer, the Seller may terminate the Contract with immediate effect or may withdraw from a given order or Contract.
5. The Seller may claim, from the Buyer, compensation for damages exceeding the amount of contractual penalties stipulated anywhere in the Contract, also in the event of non-performance or undue performance of obligations, in cases for which no contractual penalties have been stipulated, up to the full amount of the damages suffered, in accordance with generally applicable principles.
6. The Buyer's obligation to pay the contractual penalties shall apply independently of the amount of the damage suffered by the Seller, as well as independently of the occurrence of the damage, including the potential absence of damage.
7. The Seller may exercise the right to withdraw from a given order or Contract in the circumstances referred to in this paragraph, from the date on which the grounds for withdrawal have materialized, until the time of delivery of the fuel, as agreed by the Parties.

§11 Force majeure

1. Neither Party shall be liable for untimely or improper performance of its obligations if the cause of the untimely or improper performance is force majeure. The term of force majeure shall be understood as an extraordinary event that is independent of the Parties' will and could not have been foreseen at the time of concluding the Contract and the occurrence of which could not have been prevented by means of economically justified measures, i.e. in particular: flood, fire, hurricane,

earthquake, specific restrictions imposed on a Party to the Contract by state authorities in connection with an epidemic or a threat of epidemic, state of natural disaster, state of emergency, downtime caused by the introduction of restrictions or measures undertaken in connection with or in order to counteract phenomena recognised by the World Health Organisation (WHO) or state authorities as a pandemic or epidemic (including those concerning COVID-19, SARS-CoV-2 virus or its mutations). Force majeure does not include downtime caused by disputes between the Buyer and any individual, group or organisation, legal entity or other organisational unit, e.g. strikes, pickets, etc.

2. A Party shall promptly notify the other Party about the occurrence, expected duration, proposed course of action and discontinuation of force majeure.
3. The Parties shall agree upon new terms for performance of the Contract taking into consideration, in particular, a postponement of the performance deadline, as soon as the event of force majeure ceases to apply.
4. In the event that the force majeure event or the impact thereof lasts for more than 60 days - in respect of term contracts concluded for a period of more than 14 days or more than 7 days - in respect of SPOT contracts, the Parties shall be entitled to terminate the Contract subject to giving two weeks' notice - in respect of term contracts concluded for a period of more than 14 days, or to withdraw from the Contract *ex nunc* - in respect of SPOT contracts, which right may be exercised within 7 subsequent days. Any declaration of termination by notice or withdrawal from the Contract shall be made in writing, otherwise being null and void. Neither Party shall be entitled to claim any compensation from the other Party for damage caused by force majeure.

§12 Safety and environmental protection

1. If a spill has occurred and caused or created an environmental pollution risk during the bunkering operation, the Seller and the Buyer are jointly and severally obliged to take immediate measures to prevent or mitigate and remove the effects of that spill. These measures must be taken jointly, regardless of which Party is guilty of the spill.
2. While bunkering a vessel, the Seller and the Buyer are obliged to comply with national and international regulations related to environmental protection and safety of navigation, as well as with local port regulations.
3. If local port regulations require the erection of a spillway barrier as protection during bunkering, the costs associated with this operation shall be borne by the Buyer.

§13 Governing law and jurisdiction

The Contract shall be governed exclusively by the laws of Poland. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract. Any disputes related to the Contract shall be settled by a common court having jurisdiction over the Seller's registered office.

§14 Regulatory provisions – marine fuels

1. The Seller represents that he is selling or trading in the following marine fuels:
 - a) liquid fuels - under the licence to produce liquid fuels issued by way of a decision of the President of the Energy Regulatory Office [URE] of 28 November 1998 No. WPC/1/554/U/1/2/98/EB, as amended, for the period ending on 31 December 2025, and the licence to trade in liquid fuels issued by way of a decision of the President of the Energy Regulatory Office [URE] of 16 December 1998 No. OPC/1/554/U/1/2/98/EB, as amended, for the period ending on 31 December 2025, as well as the licence to trade in liquid fuels with foreign entities, issued by way of a decision of the President of the Energy Regulatory Office [URE] of 3 February 2015 No. OPZ/44/554/W/DRG/2015/MJ, as amended, for the period ending on 31 December 2025,
 - b) gas fuels - under the licence to trade in gas fuels, issued by way of a decision of the President of the Energy Regulatory Office [URE] of 30 April 2003 No. OPG/88/554/W/2/2003/MJ, as amended, for the period ending on 31 December 2025, and the licence to trade in natural gas with foreign entities, issued by way of a decision of the President of the Energy Regulatory Office [URE] of 17 June 2003 No. OGZ/12/554/W/2/2003/AS, as amended, for the period ending on 31 December 2025.

2. The Seller states that they were entered, on 17 January 2017, into the register of importers under the number RPP/20.
3. The Parties represent that they are familiar with the provisions of the Energy Law, including the legal consequences of producing or trading in, including with foreign entities, marine fuels without the required licence. They are also aware of the criminal liability provided for in Article 575 of the Energy Law.
4. The Seller undertakes to immediately notify the Buyer of any changes in the scope of the licences it holds, as referred to in item 1 above, related to marine fuels. The change referred to in the foregoing sentence shall not constitute an amendment to the Contract and may be communicated to the other Party in writing, without the need to execute an annex to the Contract.
5. The Seller and the Buyer undertake to trade in liquid fuels using the names and CN codes of those products assigned thereto in current regulation implementing the Energy Law, issued pursuant to Article 32(6) of the Energy Law, with the above not prejudicing the Seller's and the Buyer's right to also use the commercial names under which those products are traded on the market.
6. The Seller represents that they are a manufacturing and trading entity entered into the strategic reserve system register maintained by the President of the Government Strategic Reserves Agency (RARS), and they shall create/maintain mandatory stocks, depending on the amounts of liquid fuels produced, imported or sold pursuant to the present Contract, and that they shall pay the inventory fee in accordance with the principles set forth in the Inventory Act.
7. The Buyer shall be obliged, prior to commencing to receive marine fuels, to provide the Seller with the applicable licence (or an application for such a licence, authorising him to conduct his activities, as referred to in Article 32(2a)-(2b) of the Energy Law, or with a declaration on not being subject to the requirement to hold a licence (if the Buyer is the final recipient in the meaning of the Energy Law or if he is not conducting business activity consisting in trading in marine fuels under the Polish law regime - see Appendix 2 or 3 to the GTS, accordingly. An entity is not deemed to conduct business activity consisting in trading in marine fuels under the Polish law regime if, inter alia, it does not issue invoices or enters into sales agreements concerning marine fuels purchased under the Contract, under the Polish law regime.
8. Where the Supplier obtains information about the lack of, or is made to reasonably doubt that the Buyer is the holder of the licence referred to in item 7 above, or if the declaration referred to in that same item is not submitted, the Seller, having previously requested the Buyer to provide explanations, shall be entitled, at his own discretion, to immediately suspend the delivery in progress and future deliveries of marine fuels that are planned based on the confirmation, provided in a documentary form, as referred to in §7(1). The Buyer shall not enjoy any rights in relation to such suspended deliveries and shall be obliged to cover all the necessary costs incurred by the Seller in connection with the suspension thereof.
9. A Buyer, who trades in marine fuels pursuant to the fuel trading licence held, undertakes to immediately inform the Seller about any changes to the scope of the obtained licence. The change (including other decisions concerning the licence) referred to in the preceding sentence shall not constitute an amendment to the Contract and may be communicated to the other Party in writing, without the need to execute an annex to the Contract. Should the Buyer lose the licence or fail to obtain a licence/a change to the licence authorizing him to engage in the licenced activities, and should he fail to communicate that fact to the Seller, in addition to the liability referred in this article, the Seller shall also have the right to immediately suspend the sales and to terminate the Contract without notice.
10. Should the Buyer trade in the marine fuels purchased from the Buyer under the Contract (domestically or abroad) in violation of the obligation to hold an applicable licence or to submit a relevant declaration, and also in a situation in which inaccurate, incomplete or incorrect information is provided in connection with the above, which may result in the Seller's liability under the Energy Law, the Buyer undertakes to pay, to the Seller, a contractual penalty equal to the administrative fine specified in the decision of the President of the Energy Regulatory Office [URE] issued in connection with the failure to comply with the obligations set forth in the licence or in the provisions of the Energy Law. The payment of the contractual penalty referred to above shall not limit the Seller's right to seek compensation from the Buyer on generally applicable principles. The Buyer shall be obliged, in particular, to reimburse the Seller for all legal representation costs imposed on the Seller in connection with such proceedings.

§15 Conditions for applying the exemption from excise duty for marine fuel other than LNG

1. The exemption from excise duty does not apply in the case of private leisure cruises, which are considered to be the use of a vessel by its owner or by any other natural person, legal person or an organisational unit without legal capacity who uses it under a hire contract or a contract of a similar nature, for purposes other than business, in particular other than the carriage of passengers or goods or the supply of services for remuneration or services commissioned by the public authorities.
2. Excise duty exemption applies under the following circumstances:
 - a) delivery of fuel from a bonded warehouse in the national territory to a Consuming Entity, or
 - b) delivery of fuel from a bonded warehouse in the national territory to an Intermediary Entity, or
 - c) delivery of fuel from the Intermediary Entity to the Consuming Entity.
3. Excise duty exemptions are conditional on:
 - a) transport of fuel on the grounds of an electronic document e-DD or a Document substituting e-DD within the time limit set forth in the excise tax legislation,
 - b) confirmation of receipt of fuel, in the form of an Acceptance Report generated in the EMCS PL 2 system within 5 business days from the date of receipt, and in the case of entities that are not Users of EMCS PL 2, the Acceptance Report is generated by the entity dispatching fuel with the use of this system (following a prior receipt, from the consignee, of the Confirmation of Receipt, as referred to in Article 46j of the Act on Excise Duty).
4. If fuel exempt from excise duty is delivered to a receiving entity which is not an EMCS PL 2 User, the receiving entity shall confirm the receipt of fuel on an e-DD printout containing the confirmation of receipt part or on a Document Substituting the e-DD or on another acceptance document.
5. If fuel has been accepted - the receiving entity is required to acknowledge the acceptance of the fuel in the manner required under excise duty regulations. If the receiving entity fails to confirm the acceptance of fuel in the manner and within the timeframe specified under excise duty regulations and, consequently, the Seller will be obliged to pay excise duty, fuel surcharge and other taxes or fees on the fuel that has been delivered, or incurs other costs, the Seller will be entitled to increase the price of the fuel sold by these costs and by the interest due, if any. To this end, the Seller will issue an adjustment invoice to the Buyer specifying the new price of fuel. Payment of the corrected price will be made at the date indicated in the correction of the original invoice.
6. In the event of delivery of fuels compliant with the ISO standards referred to above, intended for sea vessels within the meaning of the Maritime Code Act of 18 September 2001 (Journal of Laws of 2023, item 1309) when such fuels are traded a licence for trading in liquid fuels and they are transported outside the excise duty suspension procedure, based on e-DD or a Document Substituting e-DD - no SENT Notification is made.
7. If goods specified in the Act on Monitoring Road and Rail Transports of Goods and Trading in Heating Fuels of 9 March 2017 (Journal of Laws of 2024, item 104, as amended) are transported, the Parties agree to act in accordance with generally applicable legal regulations.

§16 LNG marine fuel supply conditions

1. LNG shall be delivered together with a Bunker Delivery Note, with the excise duty exemption referred to in Article 31b(3)(1)(b) of the Act on Excise Duty applied. The exemption does not apply to private voyages.
2. The exemption from excise duty is applied to LNG marine fuel deliveries provided that the following conditions are met:
 - 1) the Seller issues a VAT invoice,
 - 2) the Buyer declares, on the Bunker Delivery Note, that the LNG fuels is intended for shipping purposes.

§17 Data protection

1. The Buyer undertakes to keep confidential any and all information handed over by the Seller, directly or indirectly (in any form, i.e. in particular orally, in writing, by electronic means), as well as information obtained by the Buyer in a different manner during mutual cooperation, also in relation to the execution and performance of the Contract, with such information referring directly or indirectly

to the Seller, companies belonging to the Seller's Group or their contractors, including the wording of the Contract. The Parties acknowledge that technical, technological, organisational or other information of economic value which, as a whole or in a specific combination or as a set of elements thereof, are not commonly known to persons usually dealing with this type of information or are not readily accessible to such persons, with regard to which the Seller, as an entity authorised to use and dispose of the aforementioned information, has taken, with due diligence, actions to maintain its confidentiality, provided by the Seller or on his behalf or obtained by the Buyer by other means during the negotiation, conclusion and performance of the Contract, shall be deemed as a company secret within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (hereinafter: "Company Secret"), unless at the time of their transfer, the transferor specifies, in writing or in an electronic form, that the nature of such information differs from that set forth above.

2. The obligation to keep information shown in item 1 above confidential shall be understood by the Parties as a prohibition on using, disclosing, and providing such information in any manner and to any third parties whatsoever, except under the following circumstances:
 - 2.1. the disclosure or use of the information is necessary for the proper performance Contract and in compliance with the Contract, or
 - 2.2. the information is publicly available at the time of its disclosure and it was disclosed by the Seller or with his consent, or in a way other than through an action or omission contrary to the law or any agreement whatsoever, or
 - 2.3. the Buyer has been obliged to disclose such information by court or another duly authorised body, or in the event of a legal obligation to make such a disclosure, under reserve that the Buyer shall immediately inform the Seller in writing about the obligation to disclose information and its scope, and shall also take into consideration, to the extent possible, the Seller's recommendations concerning the disclosure of information, in particular regarding the filing a request for anonymity, contesting or appealing a legal measure or taking another equivalent legal remedy, and shall inform the court or the authorised body about the protected nature of the disclosed information, or
 - 2.4. the Seller has granted a written consent to the Buyer to disclose or use the information for a particular purpose, in a manner indicated by the Seller.
3. The Buyer shall undertake security measures and procedures that are appropriate and sufficient to ensure the secure, contractually and legally compliant, processing of Company Secrets to prevent any unauthorised use, transmission, disclosure, or access to such information. The Buyer shall not, in particular, copy or record Company Secrets if this is not justified by the due performance of the Contract by the Buyer. The Buyer shall be obliged to immediately inform the Seller about any infringements of the protection rules or unauthorised disclosure or use of the Company Secret processed in connection with the performance of the Contract.
4. The obligation to keep information referred to in paragraph 1 above confidential shall also extend to the Buyer's personnel and other persons including, in particular, auditors, consultants and subcontractors to whom the Buyer makes such information available. The Buyer shall be under an obligation to have the aforementioned persons sign a written statement requiring them to protect the Company Secrets, with the terms thereof being at least as restrictive as those set forth in the Contract. The Buyer shall be fully liable for actions or omissions of persons who have obtained access to the Company Secret, including to the extent referred to in paragraph 8 below.
5. Whenever requested by the Seller, the Buyer shall send the Seller a list of persons and entities which have gained access to the Company Secret through the Buyer, within 5 days at the latest. Failure to comply with the obligation referred to in this paragraph shall be deemed to constitute an unauthorised disclosure of the Company Secret, resulting in the liability referred to in paragraph 8 below.
6. The obligation to keep the confidentiality of information shall be in force during the term of the Contract, as well as for a period of 10 years after its termination, expiry or annulment or cancellation of legal effects. If, despite the expiry of the period of protection of the Company Secret mentioned in the preceding sentence, such information continues to be subject to protection pursuant to internal regulations or decisions of the Seller or on the basis of specific legal regulations, the Seller shall notify the Buyer, in writing, of period of protection being extended by an additional period indicated by the Seller (however not longer than 10 years), to which the Buyer hereby agrees. The notification referred to in the foregoing sentence shall take place before the expiry of the 10-year protection period referred to the first sentence of this paragraph, however, not later than 10 business days before the foregoing obligation ceases to be binding. The Parties mutually agree that the obligation described in this paragraph shall be in force irrespectively of termination, expiry or annulment or cancellation of legal effects of the Contract.

7. No later than within 3 business days after the expiry of the period of protection referred to in item 6 above, the Buyer and any persons to whom the Buyer has provided the Trade Secret shall return to the Seller or destroy any materials containing it.
8. In the case of unauthorised use, provision or disclosure of the Company Secret by the Buyer, the Seller shall be entitled to demand the Buyer to pay a contractual penalty in the amount of PLN 100,000.00 (say: one hundred thousand Polish zlotys) for each case of such unauthorised use, provision or disclosure of the referenced information. The payment of the contractual penalty referred to above shall not limit the Seller's right to seek compensation from the Buyer in accordance with generally applicable regulations, where the amount of the damage suffered exceeds the contractual penalty stipulated herein. The above shall not prejudice, in any manner whatsoever, other sanctions and rights provided for in legal regulations, including the Act on Combating Unfair Competition of 16 April 1993.
9. If, in connection with the execution of the Contract, it becomes necessary to grant access to or provide the Buyer with any personal data (subcontracting the processing of data) within the meaning of applicable personal data protection legislation, the Buyer shall be obliged to conclude, with the Seller, prior to commencing the processing of such data, a separate agreement providing for the terms and conditions applicable to the protection and processing of such data.
10. If, while executing the Contract, a need arises to access or transfer or provide to the Buyer, in any form, information constituting a Company Secret of ORLEN S.A., understood as a particularly protected type of the Seller's Company Secret, with regard to which special measures defined in the Seller's internal acts have been taken in order to keep it secret, and the use, transfer or disclosure of which to an unauthorised person significantly threatens or harms the Seller's interests, the Buyer undertakes to apply the terms and conditions governing the protection of ORLEN S.A. Company Secrets.
11. For the avoidance of any doubt, the Parties confirm that the Buyer, irrespective of the obligations stipulated in the Contract, shall also comply with additional requirements concerning protection of particular types of information (e.g. personal data, confidential information) arising from the applicable legislation.
12. The Buyer shall be obliged to fulfil, on behalf of the Seller acting in the capacity of a data controller within the meaning of the applicable personal data protection regulations, forthwith, but no later than within 30 (thirty) days from the date of concluding the Contract with the Seller, the requirement to provide information to natural persons employed by the Buyer or cooperating with the Buyer in the process of concluding or executing the Contract, including members of the Buyer's bodies, proxies or attorneys representing the Buyer - regardless of the legal grounds for such cooperation - whose personal data was made available to the Seller by the Buyer in connection with the conclusion or execution of the Contract. The obligation referred to in the preceding sentence should be fulfilled by providing such persons with the information clause constituting **Appendix 1** to the General Terms and Conditions of Sale, while simultaneously complying with the principle of accountability.

§18 Privacy policy

The Information Clause applying to a Buyer who is a natural person carrying out economic activity subject to entry in the Central Registration and Information on Business [CEIDG], also as a partner of a civil law partnership. ORLEN S.A. with its registered office in Płock, ul. Chemików 7, (hereinafter: ORLEN S.A.) hereby informs you that it acts in the capacity of the controller of your personal data.

Data Protection Officer at ORLEN S.A can be reached at: daneosobowe@orlen.pl. The Data Protection Officer may also be contacted in writing, at the address of the registered office of ORLEN S.A., referred to in point 1, with the note: "Data Protection Officer". Data on the Data Protection Officer is also available online at: www.orlen.pl in the tab "Contacts".

Your personal data is processed for the following purposes:

- a) to enter into cooperation, conclude and perform the Contract you are a party to;
- b) to fulfil the legal obligations imposed on ORLEN S.A. under the applicable legislation, in particular, under tax and accounting laws, obligations of the obligated institution under the Act on the Prevention of Money Laundering and Terrorist Financing, obligations related to counteracting fraud and other infringements under anti-corruption laws and other laws arising out of the specific nature of the contract performed;

- c) to verify the correctness and validity of your data, credibility of ORLEN S.A.'s contracting parties or persons related to a contracting party, including examination of business history, legal status, financial standing of contracting party to protect economic and legal interests of ORLEN S.A.;
- d) to ensure the safety and security of ORLEN S.A., to protect against fraud and other infringements concerning anti-corruption, including detection and prevention of fraud, prevention of conflicts of interests in business processes, implementation of high ethical standards,
- e) to enter into or maintain business relationships, including exchange of correspondence or making telephone contacts;
- f) to carry out internal business analyses related to contracting party service, the conditions of ongoing business cooperation or the possibility of its development;
- g) to establish, pursue or defend against claims;
- h) marketing of own products or services of ORLEN S.A.

The legal grounds for processing your personal data by ORLEN S.A. for the purposes indicated in (3) hereinabove shall be:

- a) concluding and performing the Contract and taking actions at the request of the data subject prior to conclusion of the agreement (in accordance with Article 6(1)(b) of the GDPR) for the purposes indicated in point 3(a);
- b) fulfilling legal obligations imposed on ORLEN (pursuant to Article 6(1)(c) GDPR) requiring to ensure compliance with laws, regulations and sector-specific guidelines;
- c) legitimate interest of ORLEN S.A. (pursuant to Article 6(1)(f) of the GDPR) for the purposes indicated in point 3(c) to 3(h).

Your personal data have been provided to us directly by you or originate from publicly available registers (KRS - National Court Register, CEIDG - Central Business Activity Register, other sources), websites run by you for the purposes of conducting your business activity, and from entities rendering, to the order of ORLEN S.A., services related to preparing and submitting economic information in digital format to complete/update data or to verify such data.

Your personal data may be disclosed by ORLEN S.A. to entities cooperating therewith (recipients) during performance of the Contract, to ORLEN Capital Group member companies, if necessary for the achievement of the processing purposes, referred to in item 3, and to entities rendering IT services, invoicing services, services related to settlement of receivables, services related to delivery of correspondence and consignments, consultancy, legal, debt recovery and archiving services as well as personal and property protection services.

Providing personal data by you shall be voluntary but necessary to enter into cooperation, conclude and perform the Contract as well as to achieve the purposes indicated in Item 3 above.

Your personal data processed hereunder shall be processed for the term hereof. After expiry of that period ORLEN shall store your personal data, if it is obliged to do that under legislation for the period stipulated in such legislation or to pursue justified interests, including by the time of expiry of mutual claims under the Contract. In the case of processing data on the basis of a justified interest, the data shall be processed for the period making it possible to pursue that interest or to lodge an effective objection to the processing of the data.

You have the following rights in relation to the personal data processing:

- a) the right to access your data,
- b) the right to rectify your personal data,
- c) the right to request the erasure of personal data or restriction of processing,
- d) the right to data portability,
- e) the right to lodge an objection – in cases when ORLEN S.A. processes your personal data on the grounds of their legitimate interest; an objection may be raised under special circumstances.

Request to exercise the foregoing rights may be submitted to the following e-mail address: daneosobowe@orlen.pl or to the mailing address of the registered office of ORLEN S.A., as specified in item 1, with a note saying "Data Protection Officer".

You shall have the right to lodge a complaint with the President of the Personal Data Protection Office.

§19 Final provisions

1. The Seller runs its business activity in compliance with the applicable laws and regulations.
2. The Buyer shall not be entitled to sell or encumber any of his rights vis-a-vis the Seller in connection with the placement and execution of orders without a prior consent of the Seller expressed in writing, otherwise being null and void.

3. The Seller is entitled to unilaterally amend the provisions of these GTS. However, the order execution procedure shall be governed, in each case, by the provisions of the GTS effective at the order placement date.
4. These GTS shall enter into force on the 1st of December 2024.
5. This document, drawn up by the Seller, constitutes the general terms and conditions of contracts within the meaning of Article 384(1) of the Civil Code and is available, inter alia, in an electronic format on the Seller's website.

Appendix No. 1 - Information clause for members of bodies, proxies or attorneys representing the Buyer and employees who are contact persons or persons cooperating with the Buyer in the conclusion and execution of contracts for ORLEN S.A.

1. ORLEN S.A. with its registered office in Płock, ul. Chemików 7, (hereinafter: ORLEN S.A.) hereby informs you that it acts in the capacity of the controller of your personal data. Telephone numbers for contacting the Data Controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. The Data Protection Officer at ORLEN S.A. can be reached at: daneosobowe@orlen.pl. The Data Protection Officer may also be contacted in writing, at the address of the registered office of ORLEN S.A., referred to in point 1, with the note: "Data Protection Officer". Data on the Data Protection Officer is also available online at: www.orlen.pl in the tab "Contacts" ["Kontakty"].
3. Your personal data that has been transferred to ORLEN S.A. by the Buyer – an entity cooperating with ORLEN S.A. or intending to cooperate with ORLEN - contain, depending on the type of cooperation, data required for representation of a legal entity, contact details, data contained in documents you hold confirming your qualifications or experience data constituting a product of the performance of the Contract.
4. Your personal data may be processed by ORLEN S.A. depending on the type of cooperation, for the following purposes:
 - a) performing the contract with ORLEN S.A., to which the party referred to in item 3 is/will be the party, in particular in order to verify the representations made and submitted by the entity referred to in item 3, including to confirm the possessed rights, qualifications of the persons designated for the performance of the contract, ensure communication in the performance of the contract, exchange correspondence, grant powers of attorney to represent ORLEN S.A., for due performance of the contract, inspection, settlement of agreement, keeping secrecy as well as compliance with the OH&S principles,
 - b) handling, investigating and defending against any claims, including claims between ORLEN S.A. and you, or between ORLEN S.A. and the entity referred to in item 3,
 - c) fulfilment of legal obligations incumbent on ORLEN S.A., including, in particular, the obligations of the obligated institution stemming from the Act on counteracting money laundering practices and terrorist financing, Construction Law, Regulation of the European Parliament and the Council (EU) on market abuse, or other provisions arising from the specific character of the contract being performed.
5. ORLEN S.A. processes your personal data, depending on the type of cooperation, for the purposes referred to in item 4 above, based on the following legal grounds:
 - a) legitimate interest of ORLEN S.A. (pursuant to Article 6(1)(f) GDPR), consisting in enabling correct and effective execution of the contract between ORLEN S.A. and the entity referred to in item 3,
 - b) fulfilment of legal obligations (pursuant to Article 6(1)(c) GDPR) binding ORLEN S.A.
6. The scope of the personal data processed by ORLEN S.A. may cover, depending on the function performed and scope of cooperation, such data as: first name and last name, position, function performed, business phone number, business e-mail address, PESEL [Personal Identification Number], information about rights and qualifications held.
7. Your personal data may be disclosed by ORLEN S.A. to its cooperating entities (recipients), including to the ORLEN Group member companies, if necessary for the achievement of the processing purposes, referred to in item 3, to entities taking part in purchasing processes, to entities rendering IT services, services related to the delivery of correspondence and consignments, personal and

property security services, ensuring occupational health and safety, as well as consultancy, legal and archiving services.

8. Your personal data is processed for the period necessary to fulfil the legitimate interests of ORLEN S.A. and to fulfil the obligations arising from provisions of law. The data processing period may be extended only in the case and within the scope in which this will be required by provisions of law.

9. You have the following rights in relation to the personal data processing:

- a) the right to access your data,
- b) the right to rectify your personal data,
- c) the right to request the erasure of personal data or restriction of processing,
- d) the right to lodge an objection – in cases when ORLEN S.A. processes your personal data on the grounds of its legitimate interest; the objection may be raised due to special circumstances.

The request which pertains to fulfilment of the foregoing rights may be sent by you at the following e-mail address: daneosobowe@orlen.pl or at the address of registered office of ORLEN S.A., referred to in item 1, with the note "Data Protection Officer".

10. You shall have the right to lodge a complaint with the President of the Personal Data Protection Office.

Appendix 2 - Declaration - final recipient

Appendix 3 - Declaration - operation outside the Polish legal system

Appendix 4 – Sanctions clause

Appendix 2

Declaration of being exempt from the obligation to hold a license - concerning the intended use of the marine fuel purchased under the Contract

DECLARATION

I hereby declare that the Buyer, acting in the capacity of the recipient of the marine fuel purchased under the Contract, shall be using the said marine fuel for his own purposes, as a final recipient in the meaning of Article 3(13a) of the Polish Energy Law Act of 10 April 1997.

Appendix 3

Declaration of being exempt from the obligation to hold a license - concerning the intended use of the marine fuel purchased under the Contract

DECLARATION

of the Buyer as an entity conducting business activity outside the Republic of Poland

I hereby declare that the Buyer does not conduct business activity consisting in trading marine fuels in the territory of the Republic of Poland and is purchasing the marine fuel, under the Contract, for the purpose of reselling it outside the legal regime of Poland.