



to the Detailed Terms and Conditions of the Spare Parts Purchase and/or Services Agreement

General Terms and Conditions of the Spare Parts Purchase and/or Services Agreement (“GTC”)

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§1

SUBJECT-MATTER OF THE AGREEMENT

1. The Agreement regulates the terms and conditions of the sale of spare parts and other items (hereinafter: **"Goods"**) by the Seller to the Buyer and/or the terms and conditions of providing Services by the Seller to the Buyer connected with the sale and delivery of Goods, due to the necessity of their assembly, installation or preparation in order to be used by the Buyer (hereinafter: **"Services"**).
2. The Subject of the Agreement is stipulated in detail in the Detailed Terms and Conditions of the Agreement (hereinafter: **"DTC"**) and Appendixes to the Agreement.

§2

SERVICES

1. The Agreement for supply of Goods may include also the obligation to perform Services (exclusively such ones which are connected with the sale and delivery of Goods, due to the necessity of their assembly, installation or preparation in order to be used by the Buyer), in particular Services rendered by the Seller at the Buyer's premises. Unless the Agreement or an Order (i.e. an order placed by the Buyer and confirmed and accepted by the Seller to be processed, in accordance with provisions of the Agreement) provide otherwise, it is assumed that:
 - the value of Services is not included in the price of Goods indicated in the Agreement or an Order,
 - all additional costs connected with Services rendered by the Seller, such as accommodation costs, travel expenses, insurance for the Seller's staff, etc., shall be borne by the Seller.
2. The Seller shall be obliged to provide staff adequately qualified to perform Services in a proper and timely manner.
3. The Seller shall be responsible for the correctness of guidelines and instructions given to the Buyer in case the Parties cooperate during performance of Services.
4. The Seller shall be solely liable for any damage arising due to incorrect guidelines and instructions given to the Buyer.
5. The Seller shall be obliged to provide full insurance for its staff for the duration of performance of Services at the Buyer's premises.
6. The Seller shall be obliged to fully indemnify for any damage caused in connection with performance of or during performance of Services by the Seller, its subcontractors and/or further subcontractors. Damage which can be repaired by way of restoration to a previous state shall be repaired by the Seller within a time-limit agreed upon by the Parties in writing. If within seven (7) days from submission of a demand by the Buyer the Parties fail to agree, in writing, on the time-limit for repair of the damage, the Buyer shall be entitled to establish this time-limit in writing on its own. In case the Seller does not repair the damages within the stipulated deadline, the Buyer shall be entitled to repair them at the risk and expense of the Seller and to charge the Seller the costs of the substitute performance on the basis of a debit note payable within thirty (30) days from the date of its receipt by the Seller.
7. The Seller is obliged to and liable for complying with all formalities, notifying relevant authorities, obtaining all necessary permissions and paying all due taxes and social insurance dues connected with employing the Seller's staff to perform Services at the Buyer's premises.
8. In reference to the Services, to all matters not governed by this paragraph provisions of **GTC** regarding the sale of Goods shall apply.

§3

BASIC TERMS AND CONDITIONS OF PERFORMANCE OF THE AGREEMENT AND ORDER FULFILMENT

1. The Buyer does not make any commitment to commission the Seller to sale and deliver Goods to the Buyer and/or to render Services other than these specified in the Agreement or an Order.
2. The Seller makes a commitment to stand ready to sale and deliver Goods and/or render Services to the Buyer during the term of this Agreement.
3. This Agreement shall not constitute the Seller's exclusive rights to sell and deliver Goods to the Buyer and/or render Services to the Buyer.
4. The Seller shall inform the Buyer immediately about any situation that can affect the promptness of the Agreement performance or Order fulfilment. The foregoing information shall not however relieve the Seller of obligations stipulated in the Agreement or an Order.

5. The Buyer shall be entitled to carry out, at its expense, control in order to check the progress of the Agreement performance or Order fulfilment by the Seller, including by way of inspection at the Seller's or its subcontractor's facility, with 5 days advance notice sent in writing or in electronic form (email), to addresses indicated in the **DTC**. The Seller undertakes to obtain its subcontractor's consent to such an inspection and to assist during the inspection visit.
6. The Seller declares that all Goods shall meet the following conditions:
 - a) they will be brand-new, unused and will have certificates, certifications, attestations and technical documentation admitting them to be used in Poland, required by applicable provisions of law, provisions concerning technical supervision and relevant applicable standards,
 - b) they will have CE marking where it is required by applicable provisions of law,
 - c) they will be consistent with the terms and conditions of the Agreement or an Order, manufactured with the use of materials having appropriate quality parameters, and the treatment process and technical performance process will comply with quality standards.
7. The Seller declares that all Services will be performed in accordance with the Agreement or an Order, principles of technical knowledge and applicable provisions of law and standards, and that they will be of high quality in accordance with commonly accepted industry practices.
8. The Seller shall be obliged to obtain a prior written consent or email consent of the Buyer to entrust a subcontractor with performance of the Subject of the Agreement or fulfilment of an Order.
9. In case of delay in delivery of Goods and/or performance of Services, the Buyer shall be entitled to perform the Subject of the Agreement or fulfil an Order by the agency of other entity, without prejudice to its claim against the Seller for the payment of a contractual penalty and repair of the damage resulting from the delay. Should this be the case, the substitute performance shall take place at the Seller's risk and expense, and the Buyer shall be entitled to charge the Seller the costs of the substitute performance on the basis of a debit note payable within thirty (30) days from the date of its receipt by the Seller.

§4

ORDER PLACEMENT AND ACCEPTANCE IN FRAMEWORK AGREEMENT

1. The basis for the sale of Goods and/or performance of Services shall be Orders placed on an ongoing basis by the Buyer with the Seller in electronic form to the Seller's email address, indicated in the **DTC**.
2. Orders shall be placed by electronic means by an authorised person on behalf of the Buyer, indicated in the **DTC**.
3. The Seller shall each time confirm that it accepts an Order for fulfilment in electronic form to an e-mail within two (2) working days (i.e. days from Monday to Friday, excluding public holidays), starting from the date of providing the Order by the Buyer.
4. An Order shall define at least the following:
 - a) data of the Buyer and the Seller,
 - b) type and quantity of Goods and/or type of Services,
 - c) net unit price of each type of Goods and total price for Goods (price stipulated in an Order is a lump sum and fixed price) and/or remuneration for Services, expressed in PLN or a foreign currency,
 - d) deadline expressed in business days,
 - e) delivery points for Goods and/or place of Services performance.

§5

PRICES OF GOODS AND/OR REMUNERATION FOR SERVICES

1. Net price for one (1) piece of each type of Goods is stipulated in the **DTC** or an Appendix to the Agreement.
2. Total price for the delivery of all Goods included in the Agreement or an Order shall be the price of one (1) piece of Goods multiplied by the number of Goods. The Value Added Tax (VAT) shall be added to the price in accordance with applicable law.
3. The price for the delivery of all Goods included in the Agreement or an Order, calculated on the basis of (2) above, shall not be increased by any costs incurred by the Seller indirectly or directly in relation to due performance of the Agreement or fulfilment of an Order.
4. In the case of the framework agreement, the Parties declare that the prices stipulated in the **DTC** or an Appendix to the Agreement are fixed and applicable from the date of conclusion of the Agreement throughout the entire term of the Agreement, subject to (5) below.

5. In the case of the framework agreement, after twelve (12) months of the Agreement duration, the Parties shall allow for a change of prices indicated in the **DTC** or an Appendix to the Agreement by way of reciprocal negotiations, provided that the increase in prices cannot be higher than the annual consumer price index announced in a given year by the Central Statistical Office of Poland (GUS) for the previous year. If the Parties do not reach an agreement in reference to the foregoing by way of reciprocal negotiations, the current prices shall be applicable. The Seller shall notify the Buyer of the proposed changes of prices of Goods in writing three (3) months in advance. The prices may be subject to cyclic renegotiation, however not more frequently than every twelve (12) months.
6. To the remuneration for Services provisions of (1)-(5) above shall apply accordingly.
7. The term **"Remuneration"** used in the Agreement means total agreed net amount due to the Seller for the sale of Goods and/or rendering Services to the Buyer under the Agreement or an Order.

§6

GOODS DELIVERY PROCEDURE

1. The commercial formula for deliveries imported to Poland and for domestic deliveries for the purpose of performance of the Agreement or fulfilment of an Order is DDP (Delivered Duty Paid) according to INCOTERMS 2010.
2. In accordance with the commercial formula stipulated in (1) above, the Seller shall bear all costs connected with the delivery of Goods to the Buyer, provided that are any, including in particular the costs:
 - a) of transportation to the place of destination,
 - b) of taking over responsibility connected with the delivery of Goods,
 - c) of Goods in transit insurance (cargo insurance),
 - d) of loading and unloading, storage of Goods, reloading, customs clearance, customs amounts due, import tax and VAT and other due taxes and fees applicable to Goods and objects of intellectual property rights imported to Poland,
 - e) resulting from failure to clear Goods, incorrect tariff classification, delay in reporting Goods for customs clearance, delay in customs clearance, delay in paying import fees.
3. The Seller shall be responsible for obtaining, in its country and in the countries of its subcontractors, all permits and relevant licences necessary while exporting Goods from its country, as well as (if necessary) all permits for transit transportation through the territory of other countries. The Seller shall also be obliged to obtain, at its own risk and expense, all applicable documents required when importing Goods to Poland.
4. Size and weight of packed elements shall be determined by the Seller and shall be appropriate to branches and means of transport and shall allow for the distance to the place of destination of Goods, load capacity and size of lifting and transportation devices at any possible transit points.
5. The Seller shall be obliged to issue and deliver, within the price, all dispatch documents which are required in international or domestic trade in goods and to document the origin of Goods with certificates required by law.
6. Labelling of Goods shall be durable, legible, clearly identifying a particular delivery and it shall be as follows:
 - a) Agreement No. [...] / Order No. [...],
 - b) Recipient,
 - c) place of destination: ANWIL S.A., Magazyn Części Zamiennych [Spare Parts Warehouse], ul. Toruńska 222, 87-805 Włocławek, Poland,
 - d) elements / parts which require to be packed in turn:
 - box or carton no. 1, 2,
 - gross / net weight, cubature.
7. The Seller shall use such a packaging of Goods that will ensure their protection against damage or destruction during loading, transport, any possible reloading till their unloading at the place of destination.
8. Packaging, labelling inside and outside packages as well as dispatch documentation shall strictly comply with detailed requirements of customs and transport regulations along the entire route of carriage of Goods.
9. Not later than seven (7) days prior to an agreed dispatch date the Seller shall send the Buyer a dispatch advice, listing the following data: Agreement No. or Order No., shipping method and planned date of dispatch, delivery note giving number, weight, dimensions and content of packages together with all instructions necessary to transport and unload Goods properly.
10. The following documents shall be delivered with Goods:
 - dispatch specification together with the number, weight, dimensions and contents of packages,

- complete technical documentation necessary for the needs of proper assembly of Goods at the place of use and correct start-up, operation and handling, including design drawings and assembly drawings with all necessary details regarding sections: mechanical, control and measuring, electrical, etc.
- material certificates, certificates of analyses, test certificates and certificates of release required by Polish and European Union laws,
- proof of delivery of the Goods,
- instruction on proper storage of the Goods.

In addition, in case of import deliveries, for the purposes of meeting obligations resulting from the Act of 13 June 2013 on Packaging and Packaging Waste Management, Act of 11 September 2015 on waste electric and electronic equipment and the Act of 24 April 2009 on batteries and accumulators, the following documents should be delivered:

- specification regarding the components of a unit package and transport package (type and weight of packages),
- information on electrical/electronic components of purchased spare parts (weight of electrical/electronic components),
- information on batteries and accumulators used in purchased spare parts (type and weight of batteries and accumulators that are used).

11. Delivery date shall mean the date of handing Goods over to the Buyer at a place stipulated in the Agreement or an Order and acknowledging this fact by the Buyer with a document confirming that Goods have actually been handed over (goods dispatched note or consignment note or other equivalent document), subject to (14) below. In the case of import deliveries, the Seller as the entity that places the packaging on the Polish market shall be encumbered with the Statutory obligation to record the packaging.
12. Any change of an agreed delivery date shall require the Buyer's prior written consent or otherwise null and void.
13. Partial deliveries shall require the Buyer's written consent. The Seller shall be obliged to submit the schedule of such deliveries for the Buyer's approval.
14. Goods shall not be considered as delivered, if the Buyer is not provided with all documents listed in (10) above in a way allowing the Buyer to review their contents.
15. With regard to imported Goods, the Seller shall be responsible for the admission of Goods to trading in the European Union customs territory, in compliance with applicable regulations, and for providing the Buyer with documents confirming customs clearance and the payment of customs duty and VAT on imports. The Seller shall be allowed to include its declaration that the Goods has been cleared and are in free circulation in the EU territory, and that customs duty and VAT on imports have been paid, in an invoice being a proof of imported Goods delivery or an invoice being a proof of an intra-Community supply of Goods.
16. In case Goods are delivered from the European Union territory, the Seller shall be obliged to meet all requirements pursuant to European Union laws and regulations, in particular in the scope of INTRASTAT and VAT and excise duty.
17. In case Goods are delivered within the framework of intra-Community tripartite transactions, the Seller shall be obliged, prior to the date of the first delivery of Goods, to provide the Buyer with information (in writing or in an electronic form, sent to the address or email indicated in the **DTC**) about the Seller's intention to take advantage of the simplified procedure of VAT settlement.

§7

ADMINISTRATIVE PROVISIONS, OCCUPATIONAL SAFETY CONDITIONS AND FIRE, PROCESS SAFETY, TRANSPORT AND ENVIRONMENTAL PROTECTION REGULATIONS

1. With regard to deliveries carried out by the Seller, the Seller undertakes to become familiarised with, comply with and familiarise persons with the help of whom it shall perform the Agreement, as well as persons to whom performance of the Agreement it shall entrust, with the provisions concerning occupational safety conditions and fire regulations, process safety regulations, individual traffic regulations, regulations on transport and protection of the environment contained in the relevant Appendix/Appendixes to the Agreement and on: <http://www.anwil.pl/PL/StrefaZakupow/Strony/Wytyczne-ANWIL-dla-Oferentow-i-wykonawcow.aspx>.
2. By signing the Agreement the Seller declares that it has become familiarised with the documents indicated in (1) above and it does not raise any objections to them.

3. Upon the Seller's request the Buyer shall serve the documents indicated in (1) above to the Seller in paper form.
4. Information on a change in text of the documents indicated in (1) above or implementation of new documents in the range of occupational health and safety, fire protection, process safety or environmental protection which shall start to bind during the term of the Agreement, shall be provided by the Buyer to the Seller in written form or by e-mail.
5. The changed documents indicated in (1) above or new documents specified in (4) above shall be available on the Buyer's website shown in (1) above. Upon a request of the Seller, text of the changed or new documents shall be provided by the Buyer to the Seller in paper form.
6. Upon informing the Seller, in accordance with (4) above, the Seller shall be bound by changed or new provisions and undertakes to apply them and absolutely comply with them.
7. The change or implementation, mentioned above, shall not require to make a change in text of the Agreement or Appendixes in the form of an annex.
8. In addition, the Seller undertakes to become familiarised, comply with, familiarise persons indicated in (1) above and entering the territory of the Buyer with a necessity for these persons to have working clothes (warning vest, long trousers covering legs) and working footwear (complete boots) and protection wedges under car wheels.
9. The Buyer informs that municipal waste generated in connection with staying in the territory of the Buyer by the persons indicated in (1) above should be put into containers intended for selective collection of municipal waste being on the premises of the Buyer. Waste other than municipal waste, in particular industrial waste and/or dangerous waste, cannot be put into containers.

§8

RECEIPT OF GOODS AND COMPLAINTS

1. The Buyer shall check Goods immediately after their receipt unless due to the purpose of Goods and the necessity to store them in their packages the check is carried out at a later date.
2. The receipt of Goods shall be performed by way of signing the document referred to in §6(11) of the **GTC**.
3. The Buyer shall have the right to file a quantity and/or quality complaint to the Seller within fourteen (14) days from the date of delivery, subject to the Buyer's rights under §14 of the **GTC**. Any damage to packaging shall be confirmed by the carrier and the Buyer on a waybill.
4. A complaint shall be filed in writing or in electronic form (via e-mail), to the addresses indicated in the **DTC**.
5. The Seller shall consider the complaint referred to in (3) above within three (3) working days from the date of filing it.
6. The Seller shall be obliged to bear all costs resulting from processing a complaint about Goods.
7. If the Seller fails to meet the time-limit for considering a complaint determined in accordance with (5) above, the Buyer shall be entitled to remove quality defects and/or cover for short delivery by the agency of another entity. Should this be the case, the substitute performance shall take place at the Seller's risk and expense, and the Buyer shall be entitled to charge the Seller with the costs of the substitute performance on the basis of a debit note payable within thirty (30) days from the date of its receipt by the Seller.

§9

RECEIPT OF SERVICES

1. This paragraph shall apply in case the Seller is also obliged to provide Services to the Buyer.
2. A Service Acceptance Protocol indicating a positive result, drawn up by a representative of the Buyer in the presence of a representative of the Seller, signed by the representatives of the Parties, shall be the basis for issuing an invoice.
3. If during acceptance activities the Buyer reports any defects of performed Services, the signing of the Service Acceptance Protocol indicating a positive result shall be adjourned until the defects are removed by the Seller within the deadline agreed upon by the Parties. The foregoing shall not authorise the Seller to demand a change of the final date for performance of Services and shall be without prejudice to the Buyer's ability to pursue contractual penalties due to the Seller's delay.
4. If the Buyer does not report defects within fourteen (14) days from the date of a written notification by the Seller regarding the completion of performance of Services and does not sign within this time-limit a Service Acceptance Protocol indicating a positive result, the Seller shall be entitled to consider the Services as accepted

on the basis of the Service Acceptance Protocol signed only by the Seller and issue an invoice on this basis.

§10 INVOICING

1. The basis for issuing an invoice by the Seller shall be:
 - a) in case of the sale of Goods - a document drawn up in accordance with the Agreement, referred to in §6(11) of the **GTC**,
 - b) in case of rendering Services - a Service Acceptance Protocol indicating a positive result drawn up in accordance with the Agreement.
2. An original copy of invoice - together with a copy of the document referred to in §6(11) of the **GTC** and/or Service Acceptance Protocol - shall be submitted or sent by post to the address: ORLEN Centrum Usług Korporacyjnych Sp. z o.o., ul. Łukasiewicza 39, 09-400 Płock in an envelope with a note "INVOICE" ["FAKTURA"].
3. An invoice shall include:
 - quantity of Goods and/or type of Services and net and gross unit prices of each Goods item and/or remuneration for Services. Each Goods item from the Agreement or an Order shall be specified on the invoice in the same manner as in the Agreement or an Order,
 - name/description of Goods and/or Services or a reference to relevant items in a specification forming an appendix to the invoice,
 - number of the Agreement indicated by the Buyer (or GRU no.) and/or the Buyer's Order number,
 - total net amount of an invoice, payment date and applicable VAT,
 - the Buyer's and the Seller's NIP (Tax ID Numbers),
 - with regard to deliveries from the European Union territory - the Seller's proper and valid VAT identification number (VAT-UE number),
 - declaration referred to in §6(15) of the **GTC**, unless this declaration forms a separate document,
 - Goods' CN code and/or Services' PKWiU code,
 - data identifying the recipient of the invoice on the part of the Buyer, i.e. name or symbol of the Buyer's organisational unit, last name of a person in charge of a given purchase,
 - information concerning an advance payment including an amount of the advance payment settled in a particular invoice and its part remaining to be settled,
 - information about a ban on assignment of receivables without the Buyer's consent, included in the Agreement, or information about an assignment to which the Buyer has given its consent,
 - additional data resulting from the text of the Agreement or an Order,
 and shall be consistent - as on the date of issuing an invoice - with provisions regulating taxation with Value Added Tax.
4. An invoice shall be:
 - printed in the form of a one-sided printing, preferably on a white paper,
 - filled in - if possible - with typewriting and not with handwriting,
 - printed legibly, clearly (appropriate font size, good ink quality).
5. The Buyer declares that it is an active VAT payer with NIP [Tax ID No.]: 888-000-49-38. For the purposes of intra-Community transactions the Buyer's European NIP [Tax ID No.] (VAT-UE number) - PL8880004938.
6. The Seller declares that it is an active VAT payer and has NIP [Tax ID No.] indicated in the Agreement's recitals. The Seller shall be obliged to inform the Buyer about any change of its taxpayer status, in particular about its removal from the register of VAT payers, within no more than three (3) days from the date of the removal of the Seller from the register of VAT payers. With regard to invoices issued after the removal of the Seller from the register of VAT payers shall be corrected by VAT, and paid VAT shall be returned to the Buyer within thirty (30) days from the date of the removal from the register of VAT payers. With regard to intra-Community transactions the Seller shall be obliged to quote each time in the Agreement or each time in an Order its European NIP [Tax ID No.] (VAT-UE number).
7. The Seller having its registered office in Poland shall add VAT on the invoices issued by it, provided that it is consistent with applicable law. The Seller having its registered office outside Poland shall not add its local value added tax or other similar tax.

8. If legal provisions indicate an obligation for the Seller to include information in an invoice documenting the delivery of Goods or performance of Services: "split payment mechanism", the Seller shall be liable for including the relevant annotation in the invoice. In the case of disregarding the provisions required by legal regulations and in consequence in the case of imposing sanctions on the Buyer, the Buyer has the right to seek reimbursement of paid sanctions from the Seller.
9. The Buyer authorises the Seller to issue an invoice without the Buyer's signature.
10. By issuing an invoice the Seller declares that it is authorised to issue invoices in accordance with tax laws.
11. If the Seller is a national entity, the Seller guarantees and bears responsibility for the correct application of VAT rates, which means that if the Buyer's right to deduct the tax is questioned by tax authorities for the reason that in accordance with the regulations a particular transaction has not been subject to taxation or has been exempt from the tax, the Seller, upon a written request of the Buyer and within the time-limit indicated in it, shall appropriately correct the invoice and reimburse the Buyer for the difference so arisen within thirty (30) days from a date of delivering this request. In case of refusal to issue a corrective invoice by the Seller, the Seller agrees to reimburse the Buyer for the equivalence of VAT questioned by tax authorities and this reimbursement shall take place on the basis of an account note issued by the Buyer, within thirty (30) days from the date of its delivery to the Seller. In each of the foregoing cases, the Seller shall also reimburse the Buyer for the equivalence of sanctions, interest, penalties and other encumbrances additionally incurred by the Buyer or imposed by tax authorities, and this reimbursement shall take place in the manner described in the previous sentence.
12. If the Seller is a national entity, the Seller shall be obliged to archive copies of invoices confirming performance of Services, which for the Buyer are a basis for the reduction of output VAT by an amount of input value added tax paid during purchase of Services. In case of failure to meet the foregoing requirement or if a copy of an invoice, archived by the Seller, proved incorrect in formal, legal or material terms, the Seller shall be obliged to compensate to the Buyer damage arisen as a result of determining tax liability, together with sanctions and interest tax authorities have charged the Buyer, in amounts resulting from a decision of the tax authorities.
13. An invoice may be delivered to the Buyer by means of electronic media. Sending invoices electronically shall be possible upon signing the "Memorandum of Understanding on Sending Invoices in Electronic Form" by both Parties acting through their authorised representatives (the Memorandum of understanding together with instructions forms an Appendix to the Agreement).

§11 PAYMENTS

1. The remuneration increased by VAT shall be paid by transfer to the Seller's bank account indicated in the **DTC** within the time limit specified in the **DTC**. If the invoice payment date is a public holiday, the payment shall be made on the next working day following such a day. The payment date shall be the date of debiting the Buyer's account.
2. In case the Seller provides an invoice/a corrective invoice which does not include the data listed in §10(3) of the **GTC** and/or without documents required by the Agreement and/or issued by the Seller contrary to applicable provisions, the Buyer shall suspend the payment of the Remuneration. The payment shall be made within seven (7) days from the date of providing the Buyer with an invoice/a corrective invoice including the data listed in §10(3) of the **GTC** and/or supplemented by missing documents and/or issued in accordance with applicable provisions, but not earlier than within the time-limit indicated in the previous section and without the necessity to pay statutory interest for delay in payment.
3. When a complaint referred to in §8 and/or 9 of the **GTC** is filed, an invoice payment date shall run from the moment of providing a remedy.
4. In case the Remuneration for a domestic Seller is established in a currency other than PLN, the amount due shall be the equivalent of the currency amount converted into PLN at the average exchange rate for a given currency set by the National Bank of Poland as at the date of the delivery of Goods and/or drawing up a Service Acceptance Protocol, plus VAT (the exchange rate and the table shall be quoted on an invoice).
5. If Services are provided by a foreign Seller:
 - a) The Buyer shall be entitled to deduct the amount of withholding tax from the payment for the Seller, should the Buyer be obliged to withhold this amount pursuant to separate regulations in force as at the date the payment is made. In order to apply a tax exemption or a withholding tax rate in accordance with relevant and valid double-taxation agreement concluded by and between Poland and the Seller's country of residence (its fiscal residence), the Seller shall submit to the Buyer, together with the first invoice, but not

later than five (5) days prior to the payment date of the first amount due, an original valid certificate of fiscal residence (i.e. a certificate confirming the location of the Seller's registered office for income tax purposes, issued by a relevant tax authority). Should the Seller fail to submit the certificate of residence within the time-limit stipulated in the previous sentence, the Buyer shall be entitled to deduct withholding tax from the payment for the Seller in the amount stipulated by Polish tax laws.

- b) The Buyer shall assume that the data in the certificate of residence submitted by the Seller are correct, up-to-date and true and that the certificate has been issued in compliance with applicable laws and by an authority authorised to issue it. If due to any defects, errors, negligence or inaccuracies of data listed in the certificate the Buyer will be obliged to pay tax in the amount higher than the one collected from the Seller or any penalties, interest, sanctions, etc. will be imposed on the Buyer as a result of deduction of withholding tax in the amount lower than the one due or failure to deduct such tax despite an obligation to do so, the Seller shall reimburse the Buyer for the amount of this tax and all penalties, interest, sanctions, etc. imposed on the Buyer by tax authorities. In case of a foreign Seller which is not the taxpayer of income tax (in particular a partnership), in order to avoid taxation of the above-mentioned payment in Poland or to apply a withholding tax rate under a relevant and valid double-taxation agreement, the foreign Seller shall be obliged to submit valid original certificates of fiscal residence of each of partners. The foreign Seller which is not the taxpayer of income tax shall also submit a list of all partners entitled to the above-mentioned payment, indicating for this payment an allocation key to each partner. In case of any changes regarding facts included in a given certificate, the foreign Seller shall submit, together with an invoice, its valid original certificate of residence or the partners' valid original certificates of residence in each consecutive year when it is supposed to be paid for its Services. In case there are no changes regarding facts included in a given certificate, the foreign Seller shall submit a statement / pass over its partners' statements, in accordance with a template provided by the Buyer, that the facts included in a given certificate have not changed. The Buyer shall assume that the data in the certificate of residence submitted by the foreign Seller are correct, up-to-date and true and that the certificate has been issued in compliance with applicable laws and by an authority authorised to issue it. If due to any defects, errors, negligence or inaccuracies of data listed in the certificate the Buyer will be obliged to apply withholding tax to the foregoing payment or to pay withholding tax in the amount higher than the one collected from the foreign Seller or any penalties, interest, sanctions, etc. will be imposed on the Buyer as a result of deduction of withholding tax in the amount lower than the one due or failure to deduct such tax despite an obligation to do so, the foreign Seller shall reimburse the Buyer for the equivalent of this tax and the equivalent of all penalties, interest, sanctions, etc. imposed on the Buyer by tax authorities.
 - c) The Buyer declares that Services performed by the Seller are not purchased for the own use of the Buyer's employees and that these Services are purchased for the needs of the Buyer's registered office (its fixed place of business) located in Poland.
6. The Seller shall not assign receivables arising from the Agreement to third parties without a prior written consent of the Buyer.
 7. If an accounting document is issued (e.g. debit note) on the basis of the Agreement, the Seller shall make payments within the time limit and to the bank account of the Buyer indicated in the above document unless otherwise provided for in the Agreement.

§12

INTELLECTUAL PROPERTY RIGHTS

1. The Seller guarantees that there exist no valid patents or other industrial property rights, copyrights and related rights and know-how of any third party that could be infringed by the Buyer as a result of using and possessing purchased Goods.
2. The Seller hereby undertakes to relieve the Buyer from responsibility in case any accusations or reservations of any third parties are brought against the Buyer in connection with an infringement of the foregoing rights and to pay any potential costs (including legal support) and compensations awarded to the disadvantage of the Buyer provided that the Buyer informs the Seller immediately about such accusations and claims resulting from them and that the Seller has a possibility and right to clarify accusations and claims at its own expense and to defend itself or to supervise the defence against potential third party claims.
3. If the Agreement or an Order specifies that the subject of the Agreement or the Order includes also providing documentation and transfer of copyrights of documentation constituting works as defined by the Act of 4

February 1994 on Copyright and Related Rights (hereinafter: “**The Act**”), the following provisions stipulated in (4)-(15) shall apply.

4. Under the Agreement, the Seller shall transfer to the Buyer proprietary copyrights of all works as defined by the Act, which in particular includes documentation (hereinafter: “**Works**”), according to the rules stipulated below.
5. The transfer of proprietary copyrights to the Buyer includes the following fields of use:
 - a) recording or reproducing Works in whole or in part by any means, in whatever manner and whatever form, including production of copies of the Works by means of any technique (in particular printing, reprography, magnetic record and digital technique) and to use copies of Works, according to the Buyer’s needs,
 - b) popularising and distributing Works and copies of Works, in whole or in part, by any means, in whatever manner and whatever form, including lending and hiring, according to the Buyer’s needs,
 - c) exhibition, presentation, communication and broadcasting of each Work and copies of Works, and also their public sharing in such a way that everyone can have access to them in a place and at time at their discretion (including on the internet), according to the Buyer’s needs,
 - d) entering Works and copies of Works into computer memory and into computer and ICT networks (including internet).
6. The Seller gives the Buyer its unconditional permission to exercise derivative copyrights of Works and transfers to the Buyer the exclusive right to grant permission to other entities to exercise the derivative copyrights of Works within the scope in which the Buyer is authorised to it. The exercise of these rights by the Buyer shall be exclusive.
7. As a result of transferring the propriety copyrights, the Seller authorises the Buyer to use Works in the form provided by the Seller as well as to record and use them in whole or in part in other works.
8. The Seller gives its unconditional permission for making changes in Works by the Buyer without limitations. The entitlement referred to in the first sentence includes the transfer to the Buyer of the right to further give third parties a permission for making changes within the scope in which the Buyer is authorised to it.
9. The transfer of the propriety copyrights of Works in all fields of use stipulated in (5) above and granting of the permissions and authorisations referred to in (6)-(8) above, shall take place on the date of delivery of Goods and in case of Services rendered - upon signing a Service Acceptance Protocol indicating a positive result, without any time and territory limitations.
10. The transfer of the propriety copyrights of Works in all fields of use stipulated in (5) above and granting of the permissions and authorisations, referred to in (6)-(8) above, shall take place within the Remuneration.
11. The Seller assures that benefiting from the proprietary copyrights of Works by the Buyer, its legal successors and licensees shall not infringe the rights of third parties, in particular copyrights, patent rights, rights to trademarks, business secret of third parties. If claims or accusations are brought against the Buyer in reference to the infringement of rights of third parties covered by the assurance referred to in the previous sentence, the Seller shall, at its expense, take all measures to protect the Buyer against such claims or accusations and shall hold the Buyer harmless in respect to them as well as shall cover all costs and losses incurred by the Buyer.
12. The Seller assures that persons holding author’s moral rights of Works shall not exercise such rights in respect to the Buyer, its legal successors and licensees for the period of 10 (ten) years. At the same time, the Seller declares and warrants that authors of the Works authorise the Buyer and third persons acting upon order of the Buyer to exercise author’s moral rights on their behalf and for the period indicated above. After expiry of the period specified above, the obligation not to exercise author’s moral rights and the authorisation to exercise those rights shall be extended for an indefinite period of time, with a possibility of termination subject to a 2-year period of notice, effective at the end of a calendar year.
13. Upon transferring the copyrights of Works by the Seller to the Buyer, the Buyer shall also acquire, within the Remuneration, ownership of provided copies of Works and media on which Works have been saved.
14. At each request of the Buyer, the Seller is obliged to provide the Buyer, within 7 calendar days from the request, with originals or agreements confirmed to be compliant with the original by a notary public: containing provisions on the transfer on the Seller of the proprietary copyrights to the Works, parts of the Works or other materials necessary to correctly perform the Agreement, licence agreements or other agreements authorising the Seller to use the Works or other materials required for correct performance of the Agreement or declaration that any and all works carried out in connection with the performance of the Agreement have been completed in whole by persons being staff members of the Seller, fulfilling their duties from employment relationship in this regard. If the aforesaid agreements have not been concluded yet or their scope does not allow performing the Agreement correctly, the Seller is obliged to conclude/annex them immediately after consulting content of such agreements/annexes with the Buyer earlier.

15. The Seller undertakes to transfer on the Buyer the proprietary copyrights to each of the Works, in any and all fields of use not included in the Agreement, upon the first request of the Buyer and for the remuneration of PLN [●] (say: [●] zlotys) net for each field of use if the Works can be used also in fields of use not included in the Agreement, including fields unknown upon transfer on the Buyer of the proprietary copyrights or entry into force of the Agreement.

§13

FORCE MAJEURE

1. Neither Party shall be liable for non-performance or improper performance of the Agreement or fulfilment of an Order and for any damages caused by an event of Force Majeure.
2. Force Majeure shall mean all external events that cannot be foreseen at the moment of the conclusion of the Agreement or placement of an Order and which are beyond a control of either Party, in particular war, terrorism, riot, natural catastrophes, accident, decisions of public authorities as well as any other fortuitous event leading to chemical or radioactive contamination or poisoning of persons, immovable or movable property.
3. For the avoidance of doubt, the Parties confirm that changes of the economic situation of domestic or EU markets or changes of the financial standing of either Party shall not be considered the Force Majeure event within the meaning of this paragraph. Strikes may be considered as the Force Majeure event only if they have a nationwide, regional character or affect the entire branch of industry and in each case only if they have been announced by a central trade union.
4. A Party that will be unable to fulfil its obligations due to a Force Majeure event, shall be obliged to:
 - a) inform the other Party about this fact in writing or by email, to the addresses indicated in the **DTC**, immediately, however not later than within seven (7) days from the occurrence of such an event;
 - b) provide reliable proofs of the forgoing. A Party impacted by a Force Majeure event shall prove that the Force Majeure event has affected performance of its obligations connected with the Agreement or an Order. The Force Majeure event shall be proven by way of certifying its occurrence by an institution having jurisdiction over the area of the occurrence of the Force Majeure event or information given by the mass media or relevant documentation confirming the occurrence of the Force Majeure event.
5. A failure to comply with the requirements stipulated in (4) shall result in losing the right to invoke an occurrence of a Force Majeure event.

§14

QUALITY GUARANTEE

1. The Seller shall guarantee that Goods delivered within the scope of performance of the Agreement or fulfilment of an Order will be in line with specification, drawings and any and all other requirements included in the Agreement or an Order and that they will be new, unused, of good quality, proper and appropriate for the use provided for in the Agreement or an Order, correctly designed, made correctly and of a proper material, defect-free and that they will meet the technical and technological requirements stipulated in the Agreement or an Order.
2. The Seller shall guarantee that Goods will be manufactured and, if the Agreement or an Order provide for it, will be mounted/installed in compliance with applicable Polish laws, OHS and fire protection regulations, Polish Standards and UDT/PED regulations, and standards applicable in EU.
3. The Seller shall guarantee that Services will be performed correctly, in line with the Agreement or an Order and Appendixes, as well as in accordance with the best knowledge of the Seller, current state of the art and applicable laws, including relevant Polish Standards.
4. Unless the Agreement or an Order provides otherwise, the guarantee will be valid for the period specified in the **DTC**, from the date of Goods delivery and in case of Services rendered - the date of a Service Acceptance Protocol indicating a positive result. If conditions of the guarantee given by the manufacturer of Goods provide for a longer guarantee period than this guarantee given by the Seller - the binding guarantee period shall be equivalent to the manufacturer's guarantee period.
5. For the needs of the Agreement it is assumed that a defect has arisen from the inherent causes of Goods. Burden of proof of the opposite is on the Seller.
6. The Buyer shall report any defect in Goods immediately after discovering it. The Buyer shall report a defect in writing, in electronic form (via e-mail), to the addresses indicated in the **DTC**.

7. The Seller shall be obliged to remove revealed defects within fourteen (14) days from the date of reporting a defect by the Buyer, unless the Parties agree, in writing, on another time-limit for the removal of the defect.
8. Removal of defects shall be confirmed by a protocol.
9. The Seller shall be obliged, at its own expense, including disassembly and reassembly costs, travel expenses and accommodation costs of the Seller's experts and costs of delivery of Goods repaired or replaced, to repair or replace Goods or their broken parts.
10. If an inspection by the Seller is required prior to undertaking by the Seller an action aimed at repair or replacement, the Seller shall be obliged to carry out this inspection at its own expense as soon as possible, however not later than within three (3) business days from the date the defect has been reported to the Seller, and upon informing the Buyer about it in writing, in electronic form (email), to the addresses indicated in the **DTC**.
11. If the Seller does not recognise the Buyer's report on defect in Goods quality, in such case the results of Goods analyses carried out by an independent third party chosen by the Parties shall be final and binding. The Buyer shall bear costs of such analyses exclusively if its report on the defect proves unjustified.
12. If the Seller fails to meet the deadline for removal of defects determined in accordance with (7) above, the Buyer shall be entitled to remove defects on its own or by the agency of another entity. The Buyer shall be also entitled to carry out a repair or replacement of Goods on its own or by the agency of another entity if repairs or replacements are necessary in order to avoid further damage or have to be carried out immediately for some other significant reason. Should this be the case, the substitute performance shall take place at the Seller's risk and expense, and the Buyer shall be entitled to charge the Seller with the costs of the substitute performance on the basis of a debit note payable within thirty (30) days from the date of its receipt by the Seller.
13. The period of guarantee for Goods or their parts which have been repaired or replaced in line with this paragraph shall run anew from the date of the repair/replacement.
14. The guarantee shall not exclude to the Buyer's rights under warranty for physical and legal defects of Goods and/or Services.
15. The statements included in this paragraph shall be considered as tantamount to the issuance of a guarantee document and regard quality of Goods and/or Services. The entitlements arising from the quality guarantee given by the Seller may be enforced by the Buyer based on the Agreement without presenting any other guarantee documents.

§15

GUARANTEE OF PROPER PERFORMANCE OF THE AGREEMENT AND REMOVAL OF DEFECTS IN THE SUBJECT OF THE AGREEMENT

1. The Seller shall lodge a guarantee of proper performance and diligent implementation of the Agreement and removal of defects in the Subject of the Agreement for the Buyer in an irrevocable, unconditional form and payable upon the first request without the necessity to obtain acceptance of the bank guarantee or the insurance guarantee by the Seller (hereinafter referred to as: **"Performance Bond"**), including inter alia guarantee of payment of amounts due to the Buyer from the Seller under the Agreement or under applicable laws, which have not been paid by the Seller within the required time-limit, in particular receivables related to the payment of compensations, contractual penalties and costs of substitute performance.
2. The issuer, content and form of the Performance Bond must be approved by the Buyer prior to its issuance.
3. Together with the Performance Bond the Seller shall submit powers of attorney of persons signing the Performance Bond document and other documents confirming that the submitted Performance Bond document is signed by persons authorised to represent the entity issuing the Performance Bond.
4. The Performance Bond for the amount of ten (10) % of the Remuneration shall be provided within fourteen (14) days from the date of signing the Agreement and shall be valid from the date of conclusion of the Agreement to the thirtieth (30th) day after the agreed term of completion of the Subject of the Agreement.
5. A failure to provide the Performance Bond referred to in (4) above by the Seller within the time-limit required under the Agreement or inconsistently with (2) above, shall entitle the Buyer to withhold from the Remuneration an amount of cash deposit equivalent to the value of missing Performance Bond until the relevant Performance Bond is provided by the Seller, and in case the Seller does not provide this Performance Bond, until the thirtieth (30th) day after the agreed term of completion of the Subject of the Agreement. The amount may be withheld by the Buyer from the first and potentially subsequent parts of the Remuneration. In case the Seller provides the performance bond defined in the foregoing provisions of the Agreement or the term of thirty (30) days from

- the agreed term of completion of the Subject of the Agreement expires, the Buyer shall return the withheld amount without interest within fourteen (14) days from the receipt of a written demand for return from the Seller.
6. In case of any change of the time-limit for performance of the Agreement, increase of the Remuneration or an amendment to other terms and conditions of the Agreement which may have an influence on validity of the Performance Bond, the Seller, not later than twenty-one (21) days before the expiry of the Performance Bond referred to in (4), shall prolong the existing Performance Bond or provide a new one for a period by which the Agreement performance time-limit has been extended, taking into account the period of thirty (30) days after the agreed term of completion of the Subject of the Agreement, or shall make a relevant change to the value or terms and conditions of the Performance Bond. In case the Performance Bond is not prolonged or a new Performance Bond is not provided or no proper change of the value or terms and conditions of the Performance Bond is made, the Buyer shall be entitled to take advantage of the existing Performance Bond and to withhold amounts obtained in this way as security money or to withhold from the Remuneration an amount of cash deposit equivalent to the value of the missing Performance Bond until a relevant Performance Bond is provided by the Seller under the rules stipulated in (5) above.
 7. The Performance Bond regarding the removal of defects issued for the guarantee period stipulated in §14(4) of the **GTC** for the amount of ten (10) % of the Remuneration shall be provided not later than thirty (30) days before the expiry of the existing Performance Bond referred to in (4) above and shall be valid from the agreed completion date of the Subject of the Agreement until the thirtieth (30th) day after the end of the guarantee period.
 8. If the Seller fails to provide the Performance Bond referred to in (7) above within the time-limit required by the Agreement or provides it inconsistently with (2) above, the Buyer shall be entitled to take advantage of the Performance Bond referred to in (4) above or to withhold from the Remuneration an amount of cash deposit equivalent to the value of missing Performance Bond and until a relevant Performance Bond is provided by the Seller, and in case this Performance Bond is not provided, until the thirtieth (30th) day after the end of the guarantee period. In case the Seller provides the performance bond defined in the foregoing provisions of the Agreement or the term of thirty (30) days from the end of the guarantee period expires, the Buyer shall return the withheld amount without interest within fourteen (14) days from the receipt of a written demand for return from the Seller.
 9. If the closing date of the guarantee period, assumed in accordance with the Agreement, is changed in line with §14 of the **GTC**, the Seller shall be obliged - regardless of reasons for the change of this closing date - to provide the Buyer with a new performance bond consistent with (7) above, and the new Performance Bond validity shall expire, in such a case, thirty (30) days after the expiry of the changed closing date of the guarantee period. The Buyer shall be provided with the new Performance Bond within fourteen (14) days from the date of change of the closing date of the guarantee period. In case the Performance Bond is not prolonged or a new Performance Bond is not provided, the Buyer shall be entitled to take advantage of the existing Performance Bond referred to in (7) above and to withhold amounts obtained in this way as security money or to withhold from the Remuneration an amount of cash deposit equivalent to the value of the missing Performance Bond, until a relevant Performance Bond is provided by the Seller under the rules stipulated in (8) above.
 10. On the date a payment is withheld, the Buyer shall inform the Seller in writing about this fact. The Seller shall not be entitled to charge interest for delay from amounts withheld under this paragraph.
 11. The original document of the Performance Bond shall be submitted to the Buyer's registered office meeting the deadlines or within the time-limits stipulated in (4) and (7) above.
 12. In the case of framework agreements, the provisions of this paragraph shall apply accordingly to securing Orders.

§16 INSURANCE

1. The Seller shall obtain and maintain, at its own expense, for the duration of the Agreement, civil liability insurance (tort and contract liability insurance) and professional liability insurance, extended by additional clauses to the extent covering the risks of damage related to the performance hereof.
2. The Seller shall confirm the possession of the third party liability insurance referred to above by providing the Buyer with a copy of the policy confirming the scope of protection required by the Buyer together with the GTCI or a certificate drawn up by the insurance company which issued the policy, together with the GTCI, no later

than on the date of conclusion of this Agreement or, if this is not possible, no later than before the commencement of the performance of the Subject of the Agreement.

3. If the performance of the Subject of the Agreement in whole or in part is subcontracted by the Seller to its subcontractor, the policy referred to above shall be extended by at least the third party liability clause for damage caused by subcontractors, with the limit of liability of the insurer for one and all events constituting at least 100% of the value of the guarantee amount.
4. The insurance cover and sum guaranteed shall be determined in detail in the DTC.
5. The Seller represents that if the policy expires before the end of the performance of the Subject of the Agreement, the policy shall be renewed on the terms and conditions of insurance coverage that are not worse. Should this be the case, the Seller shall provide the Buyer with a copy of the policy confirming the scope of insurance cover required by the Buyer, together with General Terms and Conditions of Insurance, or a certificate drawn up by the insurance company that has issued this policy, together with General Terms and Conditions of Insurance, within three (3) working days from the date of the policy renewal.

§17

NON-DISCLOSURE AND PROTECTION OF PERSONAL DATA

1. The Seller hereby gives its consent to sharing by the Buyer a copy of the Agreement or an Order together with Appendixes and documents confirming performance of the Agreement to an insurance broker and/or insurer for the needs of exercising rights and obligations arising from insurance agreements concluded by the Buyer, as well as the Seller gives its consent, in each case, to sharing by the Buyer a copy or originals of the aforesaid documents or information arising therefrom to companies of the ORLEN Group, to statutory auditors, legal advisers, barristers, tax advisers, auditors and statutory bodies of ANWIL S.A.
2. Other rules on keeping secrecy are included in the Appendix to the Agreement.
3. The Agreement excludes the processing of Personal Data and the Parties are not entitled to such an activity. Should it turn out necessary to entrust the processing of Personal Data within the meaning of the applicable provisions on the protection of personal data, the Parties are obliged to conclude in writing, otherwise null and void, an entrustment agreement for Personal Data processing.
4. The attached Information clauses constitute the fulfilment of the information obligation arising out of Article 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on: the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and shall be applicable to the personal data acquired directly from the data subjects.
5. The Buyer provides the Information clause attached as the Appendix hereto presenting the detailed information on the processing of the personal data in connection with the concluded Agreement.
6. The Seller shall be obliged to fulfil, on behalf of the Buyer as the Data Controller within the meaning of the applicable provisions of the Personal Data Protection Law, immediately, but not later than within 30 (thirty) days from the date of conclusion of the Agreement with the Buyer, the information obligation towards natural persons employed by the Seller or cooperating with the Seller in conclusion or performance of the Agreement, including members of the Seller's bodies, proxies or plenipotentiaries representing the Seller, regardless of the legal basis of such cooperation, whose personal data has been made available to the Buyer by the Seller in connection with the conclusion or performance hereof. The obligation referred to in the preceding sentence should be fulfilled by providing those persons with the information clause constituting an Appendix hereto, while respecting the principle of accountability. An amendment to the aforementioned Appendix requires notifying the Seller thereof in writing, but does not require an amendment to the Agreement in the form of an annex.

§18

EXTERNAL COMMUNICATION

1. The Seller undertakes to obtain a prior written, otherwise null and void, consent of the Buyer to place the business name of the company, trademark or logo of the Buyer on the Seller's website, list of counterparties, in brochures, advertisements/commercials and any and all other advertising and marketing materials. Should this be the case, the Seller undertakes to provide the Buyer, together with a request for expression of consent, with a design of materials in which such data would be placed.
2. The Seller also undertakes to obtain a prior written, otherwise null and void, consent of the Buyer to make any information concerning the Agreement or an Order public, including to provide it to the mass media such as

press, radio, TV, Internet. Should this be the case, the Seller undertakes to provide the Buyer, together with a request for expression of the consent, with text of information which would be made public.

3. The obligation to obtain the consent referred to in (1) and (2) above shall not apply to:
 - a) a situation when the Seller uses letters of reference obtained from the Buyer, however a lack of the obligation to obtain the consent applies only and exclusively to the Seller's entitlement to submit letters of reference together with a tender put in by it at an addressee individually marked,
 - b) a situation when the Seller listed on the Stock Exchange fulfils its obligations arising from applicable provisions of the law.

§19

LIABILITY AND CONTRACTUAL PENALTIES

1. The Seller undertakes to hold the Buyer harmless against any obligation to pay any compensation to third parties for any personal injury, damage to property or damage to the environment caused by Goods or in connection with their usage due to inherent defects of Goods and/or performed Services.
2. In case of delay in delivery of Goods and/or performance of Services, the Buyer shall be entitled to charge the Seller a contractual penalty in the amount of 0.3% of the Remuneration for each of the first ten (10) days of delay. For each subsequent day of delay starting from the eleventh (11th) day the amount of the contractual penalty shall be 0.5% of the Remuneration for each day. In case the Goods and/or Services not delivered/performed within an agreed time-limit form an integral part of the Subject of the Agreement or an Order and the lack of them prevents the Buyer from using the Goods already delivered, the basis for calculating the amount of contractual penalties shall be the total net value of the Agreement or an Order. The total amount of the contractual penalties specified in this (2) shall not exceed 30% of the Remuneration. The above shall not exclude the right laid down in §19(11) of the GTC.
3. In case the Seller entrusts a third party with performance of the Subject of the Agreement or fulfilment of an Order without the Buyer's consent, the Buyer shall have the right to charge the Seller a contractual penalty in the amount of 20% of the Remuneration.
4. If the Seller does not repair or replace defective Goods within the time-limit stipulated in §14(7) of the **GTC** or within other time-limit agreed upon by the Parties, the Buyer shall be entitled to charge the Seller a contractual penalty in the amount of 0.3% of the Remuneration for each day of delay. The total amount of the contractual penalties specified in this (4) shall not exceed 30% of the Remuneration. The above shall not exclude the right laid down in §19(11) of the GTC.
5. If the Seller infringes the rules on confidentiality included in the Appendix to the Agreement referred to as "Protection of Information", the Buyer shall be entitled to charge the Seller a contractual penalty in the amount stipulated in the **DTC**.
6. In case the Seller fails to fulfil or inappropriately fulfils the obligations stipulated in §18 of the **GTC**, the Buyer shall be entitled to charge a contractual penalty in the amount of PLN 100,000 (in words: one hundred thousand zlotys 00/100) for each case of infringement.
7. In case of infringing provisions of and requirements for occupational health and safety, fire provisions, process safety rules, environmental protection provisions, provisions of the Act on protection of people and property and the Act on upbringing in sobriety, provisions stipulated in the Individual Traffic Instruction in ANWIL S.A., the Seller shall pay the Buyer a contractual penalty for each documented revealed case of such an infringement of the provisions, stipulated in the "Pecuniary Penalties Scale" which forms an Appendix to the Agreement, and penalties stipulated in the Individual Traffic Instruction at ANWIL S.A.
8. In case the Buyer withdraws from the Agreement or an Order due to the fault of the Seller, the Buyer shall have the right to charge the Seller a contractual penalty in the amount of 20% of the Remuneration.
9. In case the Seller withdraws from the Agreement or an Order due to the fault of the Buyer, the Seller shall have the right to charge the Buyer a contractual penalty in the amount of 20% of the Remuneration.
10. A Party shall be authorised to seek payment of the contractual penalty referred to in (8) and (9) above from the other Party, also after the termination of the Agreement or an Order caused the Party's declaration of withdrawal.
11. A Party shall be entitled to claim a supplementary compensation exceeding the amount of stipulated contractual penalties in accordance with the general provisions of Civil Code.
12. The Seller shall not set off its receivables under the Agreement without their earlier recognition in written form or in the form of email by the Buyer. The Buyer shall be entitled to set off its receivables under the Agreement, including charged contractual penalties, against the Seller's receivables also if the Buyer's receivable,

presented for set-off, is not mature due or suable yet.

13. For the avoidance of doubt, the Parties confirm that the Buyer shall be entitled to seek payment of contractual penalties referred to in this paragraph from the Seller also if the Buyer has not suffered any damage. The Seller affirms that the amount of the contractual penalties provided for in the **GTC** is not grossly excessive.
14. Payment of charged contractual penalties shall be made on the basis of issued debit notes within seven days from the date of delivering a note to the other Party.

§20

WITHDRAWAL FROM THE AGREEMENT OR AN ORDER

1. Withdrawal from the Agreement or an Order by either Party shall be in writing, indicating a reason for the withdrawal. As of a date on which a declaration of withdrawal from the Agreement or an Order becomes effective (hereinafter: "**Withdrawal Date**") the rights and obligations of the Parties arising from the Agreement or an Order shall expire, except for the rights and obligations in reference to which the Agreement provides for that they remain in force irrespective of withdrawal from the Agreement or an Order, and subject to provisions included below:
 - a) the Seller shall immediately stop performance of the Agreement or an Order;
 - b) The Seller shall provide the Buyer with documents related to a part of the Subject of the Agreement or an Order completed by the Withdrawal Date, as well as shall transfer to the Buyer proprietary copyrights of Works connected with the completed part of the Subject of the Agreement or an Order, with appropriate application of the rules stipulated in §12 of the **GTC**;
 - c) as of the Withdrawal Date, the Seller, within the scope corresponding with a completed part of the Agreement or an Order, shall transfer to the Buyer all rights which in accordance with the Agreement would be held by the Buyer in reference to this part of the Subject of the Agreement or an Order in case of completed fulfilment of the Agreement or an Order without any withdrawal, in particular the ownership right to delivered Goods;
 - d) the Seller shall provide quality guarantee for delivered Goods and/or performed Services for the period indicated in §14(4) of the **GTC**, with appropriate application of the rules stipulated in §14 of the **GTC**. The guarantee period shall run from the Withdrawal Date unless the Parties agree on another date in writing;
 - e) the Buyer shall pay the Seller only for Goods delivered and/or Services performed before the Withdrawal Date and covered by the guarantee referred to in letter d) above.
2. The Buyer, within its contractual right to withdrawal, shall be entitled to withdraw from the Agreement or an Order if at least one of the following circumstances occurs:
 - a) The Seller has breached its significant obligations arising from the Agreement or an Order, and the Seller's action or omission has not been remedied within the time-limit stipulated in the Buyer's written notice delivered to the Seller;
 - b) if the Seller does not perform the Subject of the Agreement or an Order in accordance with the Agreement or the Order and/or performs it in a defective manner despite the expiration of the time-limit determined by the Buyer to change the manner of performing the Subject of the Agreement or the Order;
 - c) the Seller has lost the capacity to perform the Subject of the Agreement or fulfil an Order;
 - d) the Seller is behindhand with performance of the Subject of the Agreement or fulfilment of an Order or any of their stages specified in the Agreement or the Order;
 - e) the Seller has submitted a request to declare its bankruptcy or, subject to absolutely binding provisions of the law, relevant bankruptcy or restructuring proceedings have been instituted towards such a Seller, or a resolution has been passed on liquidation of such a Seller;
 - f) the Seller has entrusted performance of the whole or part of the Agreement or an Order to a third party with an infringement of the provisions of the Agreement, and despite the Buyer's call on the Seller to remedy the infringement, the Seller has acted inconsistently with the Buyer's request;
 - g) the Seller has not complied with the provisions of OHS and/or fire protection in force on the Buyer's premises and/or other internal regulations in force on the Buyer's premises, to the observance of which the Seller has been obliged, and the Seller's action or omission has not been remedied within the time-limit agreed upon by the Parties.
3. The Buyer may at its discretion withdraw from the Agreement or an Order in whole or in the part of the Agreement or an Order affected by the reason for the withdrawal.

4. The foregoing contractual entitlement of the Buyer to withdraw from the Agreement or an Order shall be held by the Buyer up to the forty fifth (45th) day from the date on which the Seller should complete performance the Subject of the Agreement or an Order pursuant to the provisions of the Agreement or the Order, but not later than up to three (3) months from the date on which the Buyer gained knowledge about a circumstance being the reason for the withdrawal.
5. The above contractual right of the Buyer to withdraw from the Agreement shall not exclude the Buyer's right to withdraw from the Agreement in accordance with the rules provided for in the Civil Code.
6. Withdrawal from the whole or part of the Agreement, its termination or expiry shall not affect in any way whatsoever the obligations and declarations of the Seller remaining in force despite withdrawal from the Agreement, its termination or expiry, in particular those laid down in §12, §14, §17, §18 of the GTC.

§21

TERMINATION OF THE AGREEMENT

1. The framework agreement may be terminated by each Party with two-month notice or at any time by agreement of the Parties.
2. In case of the occurrence of at least one of the circumstances referred to in §20(2) of the **GTC**, the Buyer shall be entitled to terminate the Agreement with immediate effect.
3. In the case of the framework agreement, Orders with fulfilment date falling on the period after the end of the notice period or after the date of the termination of the Agreement with immediate effect shall be fulfilled and completed in line with the rules stipulated in the Agreement or the Orders unless the Parties agree otherwise in writing.

§22

ORLEN GROUP'S CLAUSE

1. The terms and conditions on purchase of Goods and/or Services specified herein also pertain to purchases made by all the Companies of the ORLEN Group, with the reservation that the Companies from the ORLEN Group shall sign a separate Agreement with the Seller. The Buyer shall not be liable for any obligations incurred by the Companies of the ORLEN Group arisen in connection with the performance hereof.
2. Termination of the Agreement by one of the Companies from the ORLEN Group or the Seller shall result in an effect only between that Company of the ORLEN Group and the Seller.

§23

FINAL PROVISIONS

1. The Seller declares that:
 - a) its economic and financial standing ensures the fulfilment of its obligations under the Agreement or Orders;
 - b) it has necessary knowledge, experience and technical potential as well as staff capable of performing the Subject of the Agreement or Orders.
2. The Buyer declares that:
 - a) its economic and financial standing ensures the fulfilment of its obligations under the Agreement or Orders;
 - b) acting pursuant to Article 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, the Buyer declares that it has the status of a large entrepreneur.
3. The Parties undertake to inform each other in writing immediately about occurring obstacles in fulfilment of mutual obligations during performance of the Agreement or Orders.
4. The present Agreement shall be governed by the laws of the Republic of Poland.
5. To matters not regulated herein, the provisions of the Civil Code and other generally applicable acts of law shall apply.
6. Any changes of and supplements to the Agreement shall be in writing exclusively or otherwise null and void unless the Agreement provides otherwise.
7. Any disputes arising during performance of the Agreement shall be first settled by way of negotiations aimed at reaching a compromise, and afterwards, if this proves impossible within 30 calendar days from the date on

which any of the Parties commenced negotiations - before a common court having jurisdiction over the Buyer's registered office. The negotiations do not have to be carried out if any claim of the Buyer or Seller may be prescribed in the duration period of the negotiations.

8. The Parties undertake to inform each other about any change of address, telephone numbers and email addresses. If one of the Parties fails to fulfil this obligation, correspondence sent to the address given in the **DTC** shall be considered as delivered.
9. Any and all notifications shall be in the form and to the addresses stipulated in the **DTC**, unless the Agreement provides otherwise.
10. For the avoidance of doubt, the Parties decide that should any of the provisions hereof proves invalid or otherwise legally defective, it shall not affect other provisions hereof. With reference to provisions which are invalid or which will prove to be unfeasible, the Parties shall negotiate in good faith, as far as possible, alternative provisions which will be valid and feasible and will reflect the original intentions of the Parties to the Agreement.
11. The Agreement terminates and supersedes all other hitherto prevailing written or oral arrangements, agreements, settlements and contracts between the Parties within the scope covered by its contents.
12. The Agreement has been drawn up in two (2) identical copies, one (1) for each Party.

THE TEMPLATE CONSISTENT WITH DISPOSITION No. 35/2016