

**Contract No. ………………**

**Detailed Terms and Conditions of the Spare Parts Purchase and/or Services Contract (a one-time agreement) (“DTC”)**

This Contract (hereinafter: “**Contract”**) was concluded on ……………….. in Włocławek by and between:

ANWIL Spółka Akcyjna (joint-stock company) with its registered office in Włocławek, at the address: ul. Toruńska 222, 87-805 Włocławek, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Toruń, the 7th Commercial Division of the National Court Register, under KRS no.: 0000015684, share capital: PLN 134,924,830 - paid in full, NIP [Tax ID. No.]: PL8880004938, BDO (Product Database): 000019504, represented by:

1. Paweł Sierakowski – Director Maintenance Business Unit

2. Robert Zygmunciak - Chief Specialist

hereinafter referred to as “**Buyer**”, and in Appendixes also as “**Ordering Party**” or “**ANWIL S.A.”,**

and

………………. (company/name, registration address, symbol of entry in a relevant register, share capital - refers to sp. z o.o. [limited liability company], SA [joint-stock company] and spółka komandytowo-akcyjna [limited joint-stock partnership], NIP [Tax ID. No.] or EU VAT no.), represented by:

1. ………………………….

2. ………………………….

hereinafter referred to as “**Seller**”, and in Appendixes also as “**Contractor**”,

hereinafter jointly referred to as Parties or each separately as Party.

§1

THE SUBJECT OF THE CONTRACT

The subject of the Contract is the sale of spare parts (hereinafter: “**Goods**”) by the Seller to the Buyer specified below:

Country of origin of Goods is …………. Country of dispatch of Goods is ………….

The Seller qualifies the delivery as: export / ICS / domestic.

§2

DEADLINES

The Parties agree on the following deadlines for performance of the Subject of the Contract:

……….weeks from the date of signature of the agreement by the parties, and decide the date of the deposit of the last of the signatures of the persons authorized to represent the Party.

§3

REMUNERATION

1. The Parties agree that the total amount of Remuneration for the performance of the Object of the Contract shall be ................... (in words: ......................00/100) net increased by goods and services tax VAT due (hereinafter: "Remuneration").

2. The remuneration shall be paid into the Seller’s accounts held at the bank: .................., account number .................... .Any change of the Seller’s bank account number does not require drawing up an annex, but the Buyer must be informed about it in the form of a letter signed by the Seller’s authorised representatives, otherwise null and void.

§4

INSURANCE

1. The sum guaranteed for one and all occurrences shall not be lower than PLN ……………….. .

2. The policy shall be extended at least by the following additional clauses:

a) Third-Party Liability for damages caused by subcontractors with the limit of insurer's liability for one and all events not lower than 100% of the amount of cover indicated in point 1;

§5

REPRESENTATIVES OF THE PARTIES AND COMMUNICATION

1. Supervision over and coordination of performance of the Contract shall be exercised by:

a) on the part of the Buyer:

* Procurement Unit: Jolanta Miszczykowska, phone +48 24 202 14 22, e-mail: Jolanta.Miszczykowska@anwil.pl
* ....... (technical service): ................., phone: ............................., email: .......................

b) on the part of the Seller:

* ………….., phone: ……….., email: ………………..
* ………….., phone: ……….., email: ………………..

2. Correspondence connected with performance of the Contract shall be delivered to the Parties by way of a registered letter, courier service, email or fax:

a) data of the Buyer for correspondence: address: ANWIL S.A. ul. Toruńska 222, 87-805 Włocławek,

b) data of the Seller for correspondence: address: ..............., email: .........................., fax: ............

3. Any changes of the data stipulated in sections 1 and/or 2 above do not require drawing up an annex to the Contract, but the other Party must be informed about them in the form of a letter signed by authorized representatives, otherwise null and void.

§6

ADDITIONAL PROVISIONS

The Parties agree on the following:

1) § 10.8 of GT shall read as follows: "If the law requires the Seller to place following information on the invoice documenting the delivery of the Goods or rendering of the Services: 'split payment mechanism', the Seller is responsible for including an appropriate annotation on the invoice. If the annotation required by law is omitted and as a consequence sanctions are imposed on the Buyer, the Buyer has the right to claim the refund of sanctions paid from the Seller."

2) provisions of §15 shall not apply,

3) provisions of §16 shall not apply,

4) In appendix No. 2 entitled Protection of Information shall determine the amount of the contractual penalty specified in:

a) point I.8 – 5 000 zł ( in words: five thousand);

b) point II.10 – 10 000 zł ( in words: ten thousand).

§7

FINAL PROVISIONS

1. The following shall form an integral part of the Contract:

1) This Detailed Terms and Conditions of the Spare Parts Purchase and/or Services Contract (hereinafter: “**DTC**”),

2) The following Appendixes:

a) Appendix No. 1 - General Terms and Conditions of the Spare Parts Purchase and/or Services Contract (hereinafter: “**GTC**”),

b) Appendix No. 2 - “Protection of Information”,

c) Appendix No. 3 - “Guidelines for drivers entering the protected premises of ANWIL S.A.”

d) Appendix No. 4 - “OCCUPATIONAL SAFETY REQUIREMENTS AND FIRE SAFETY, PROCESS SAFETY, TRANSPORT, AND ENVIRONMENTAL PROTECTION REGULATIONS for Contractors not carrying out manual works on the protected premises of ANWIL S.A. but who are present on the protected premises of ANWIL S.A. (e.g. production plant with administration buildings, power and infrastructure structures, car parts)(e.g. design, inspection, audit, and consulting works, technical or advisory visits) if activities covered by the Contract do not result in a hazard caused by particularly hazardous works during which the Contractor shall not be present at heights, shall not enter any apparatus, tanks, other enclosed spaces or explosion hazard zones.

e) Appendix No. 5 - Stock exchange information protection clause intended for agreements concluded by ANWIL S.A., being a company of the ORLEN Capital Group, for Business Partners who are not companies whose financial instruments are listed on the stock exchange.

f) Appendix No. 6. - Anti-corruption clause.

g) Appendix No. 7.- Information clause.

2. For interpretation purposes the documents shall have priority in accordance with the order stipulated in section 1 above, with the reservation that the documents mentioned in section 1 point 2) letter b) and the following shall be considered as equivalent.

**BUYER SELLER**