



Polski Koncern Naftowy
ORLEN
Spółka Akcyjna

GENERAL TERMS AND CONDITIONS FOR PERFORMANCE OF RENOVATION WORKS for Polski Koncern Naftowy ORLEN Spółka Akcyjna July 2015

These General Terms and Conditions for Performance of Renovation Works for Polski Koncern Naftowy ORLEN Spółka Akcyjna (hereinafter referred to as "the General Terms and Conditions"), together with the Order and all of the appendices thereto, shall constitute a uniform Agreement between the Parties. All and any references to quotations or proposals of the Contractor, both binding and non-binding, shall not mean acceptance of any conditions or reservations set out therein, save as explicitly stated otherwise in the Agreement.

Definitions:

- "Ordering Party"** shall mean Polski Koncern Naftowy ORLEN Spółka Akcyjna with its registered office in Płock, ul. Chemików 7, 09-411 Płock, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, the 14th Commercial Division of the National Court Register, under the National Court Register (KRS) number: 0000028860, Tax Identification Number (NIP): 774-00-01-454, share capital/paid up capital: PLN 534,636,326.25.
- "Contractor"** shall mean the entity with whom the Ordering Party has entered into the Agreement.
- "Order"** shall mean an order of the Ordering Party for renovation works, appended with these General Terms and Conditions. Acceptance of the Order and of the General Terms and Conditions by the Contractor shall result in the conclusion of the Agreement.
- "Agreement"** agreement concluded between the Contractor and the Ordering Party, in the form of the Order together with all the appendices thereto and the General Terms and Conditions.
- "Subject Matter of the Agreement"** shall mean the subject and scope of renovation works defined in the Order and all the appendices thereto.
- "Parties"** shall mean jointly the Ordering Party and the Contractor.

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Article I: Terms and Conditions of Conclusion and Performance of the Agreement

1. The Contractor and the Ordering Party may enter into the Agreement by any method, including by acceptance by the Contractor of the Order together with all the appendices thereto and the General Terms and Conditions, sent by the Ordering Party. Except as provided otherwise in the Order, the latter shall be considered accepted if a copy of the Order, signed by persons authorised to act on behalf of the Contractor, is sent within 14 business days from the date of receipt of the Order. The acceptance of the Order shall mean acceptance of all and any amendments and additions to the Contractor's quotation as made by the Ordering Party and shall have the same effect as the conclusion of the Agreement according to the terms and conditions set out in the Order and the General Terms and Conditions. The Contractor represents that the person signing the Order is authorised to act on behalf of the Contractor. Unless applicable legal regulations state otherwise, the Order may be accepted by the Contractor via electronic mail (email). In such a case the Contractor shall send to the Ordering Party a scan of a copy of the Order signed by persons authorised to represent the Contractor via electronic mail (email). The acceptance of the Order by the Contractor via electronic mail (email) shall not release them from the obligation to sign and deliver the original Order in printed form.
2. Should the Contractor receive from the Ordering Party copies of the Order signed by the Ordering Party and not send back the copies of the Order signed by the Contractor to the Ordering Party within 14 calendar days from the date of receipt thereof, the Ordering Party shall have the right to submit to the Contractor - within subsequent 60 calendar days starting from the date of expiry of the above mentioned fourteen-day-long period - a written statement on withdrawal from the Order. Should the Ordering Party submit such a statement, it shall be considered that the agreement has not been concluded.
3. Based on the Agreement concluded, the Ordering Party orders and the Contractor undertakes to perform renovation works for the Ordering Party. The scope and type of works shall be each time specified in the Order.
4. In particular, the Order shall specify: the subject matter and scope of renovation works, the completion date, the amount of remuneration as well as the terms and conditions of payment, representatives of the Parties, and the guarantee term.
5. The Contractor represents that the Contractor has got acquainted with the documentation received from the Ordering Party and mentioned in the Order and that the Contractor raises not objections in this regard. The Contractor represents that the Contractor has got acquainted with local terrain conditions and that the Contractor has taken them into account in the Contractor's remuneration. In addition, the Contractor has taken into account in the Contractor's remuneration the need to ensure assistance of emergency services if renovation works are performed on an active technological installation in cases provided for in internal regulations of the Ordering Party.
6. Unless the Order and all the appendices thereto state otherwise, materials and equipment necessary for performance of the Subject Matter of the Agreement shall be supplied by the Contractor as part of the remuneration specified in the Order.
7. The Contractor undertakes to perform the works constituting the subject matter of the Agreement in accordance with the current level of technical knowledge and with due care as well as in compliance with applicable legal regulations.
8. The Ordering Party shall not be liable for any property of the Contractor located at the site of works.

Article II: Subcontractors

1. No works covered by the Agreement can be entrusted to a Subcontractor without consent of the Ordering Party expressed jointly by two persons representing the Ordering Party and holding appropriate authorisations from the Procurement Office and the Maintenance Service. In order to obtain consent to conclusion of an agreement with a Subcontractor, the Contractor shall present to the Ordering Party a draft agreement or an agreement with the Subcontractor, together with documentation related to the scope of works entrusted, presenting in particular the scope of works entrusted to the Subcontractor and remuneration of the Subcontractor. If the Ordering Party within 14 days from being presented by the Contractor with a draft agreement with the Subcontractor raises no objection or comments, it shall be considered that the Ordering Party has granted consent to the

conclusion of the agreement. If the Subcontractor intends to conclude an agreement with a further Subcontractor, consent of the Ordering Party and the Contractor shall be required in each such case, whereas the provisions of this section shall apply accordingly.

2. In the event when, as a result of a demand from any Subcontractor or further Subcontractor based on Article 647 1 § 5 of the Civil Code, the Ordering Party pays them the entire or part of the remuneration, the obligation to pay which rests with the Contractor or the Subcontractor under an agreement concluded with such a Subcontractor or further Subcontractor, the Ordering Party shall have the right to demand reimbursement (payment) from the Contractor of the entire amount paid by the Ordering Party to such a Subcontractor or further Subcontractor as well as to deduct [the original document is not clear] - from amounts due to the Contractor from Ordering Party - the amount to which the Ordering Party is entitled from the Contractor in connection with reimbursement (payment) of the amount paid to such a Subcontractor or further Subcontractor.
3. The Ordering Party may make the consent to entrusting any Subcontractor or further Subcontractor with works covered by the Subject Matter of the Agreement conditional upon submission by the Contractor of a bank guarantee which will secure the claim of the Ordering Party concerning the reimbursement (payment) of the remuneration or part of the remuneration paid to such a Subcontractor or further Subcontractor by the Ordering Party pursuant to Article 647 1§5 of the Civil Code.
4. Conclusion of any agreement with any Subcontractor shall not release the Contractor from any obligation, responsibility or liability under the Agreement and the Contractor shall remain fully liable for any actions or omissions of Subcontractors as for the Contractor's own actions or omissions.
If the Contractor entrusts any Subcontractors or further Subcontractors with works without complying with the rules described in this Article, the Ordering Party shall have the right to charge the Contractor with a contractual penalty in the amount of 50% of the total net remuneration of the Contractor as specified in the Order, payable within 7 days from receipt by the Contractor of an accounting note issued by the Ordering Party. The contractual penalty can be settled by way of making a deduction by the Ordering Party from the amount due to the Contractor from the Ordering Party, to which separate consent of the Contractor shall not be required. The Ordering Party reserves the right to seek damages on general principles if the amount of damage exceeds the amount of the contractual penalty.

Article III: Dates of Performance of the Agreement

1. The Contractor shall immediately inform the Ordering Party about any situation which may affect timely performance of the subject matter of the Agreement. The above information, however, shall not release the Contractor from any obligations set out in the Agreement. The Ordering Party shall have the right to carry out an inspection at the Ordering Party's own expense, aimed at checking progress in performance of the Agreement by the Contractor, informing the latter of that fact 5 days in advance.
2. Any delays in transfer of works by the Ordering Party and stoppages in performance of works at the fault of the Ordering Party as well as any delays caused by bad weather conditions which prevent performance of works, documented in the Construction Log Book and in the works acceptance report as well as confirmed by the Supervision Inspector, shall constitute the basis for postponing the completion date of the Subject Matter of the Agreement by the same number of days, provided that performance of such works during the available time is not possible.
3. The date of completion of works covered by the material scope cannot exceed the duration of performance of works specified in the Order, unless there occur circumstances referred to in sect. 2 above.
4. The Ordering Party reserves the right to change the starting date of performance of the Subject Matter of the Agreement, including for technology- and/or production-related reasons. The change of the date referred to in the preceding sentence shall not constitute an amendment to the Agreement and shall not require consent of the Contractor. The Ordering Party shall be obliged to inform the Contractor in writing about any change of the starting date of performance of the Subject Matter of the Agreement for technology- and/or production-related reasons, at the same time indicating a new starting date of performance of the Subject Matter of the Agreement. The Parties jointly agree that in the event of any change by the Ordering Party of the starting date of works

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contemplated in the Order, the completion date of works shall be changed accordingly to the postponed starting date of works.

5. The Contractor shall be required to strictly adhere to the milestone dates of works if such dates are specified in the schedule of works or in the Order.

Article IV: Remuneration

1. Unless agreed otherwise, in consideration of performance of the subject matter of the Agreement the Contractor shall be entitled to a lump-sum remuneration specified in the Order ("the Remuneration").
2. The Remuneration shall cover comprehensive performance of the scope of works set out in the Agreement.
3. The Remuneration shall be fixed and constant until the completion of works covered by the Agreement.
4. The Remuneration specified in the Order shall be net remuneration for performance of the subject matter of the Agreement. The Remuneration specified in the invoices shall be each time increased by the tax on goods and services (VAT) in accordance with the applicable regulations.
5. If not all of the works covered by the Subject Matter of the Agreement are performed, the Ordering Party reserves the right to reduce the Contractor's remuneration according to the scope of works performed, which shall not exclude the right of the Ordering Party to claim damages and contractual penalties stipulated in the Agreement.
6. Any additional works occurring during performance of the Subject Matter of the Agreement can be performed by the Contractor on the basis of an annex to the Order, signed by both Parties under pain of invalidity. Additional works performed by the Contractor without signature of the written annex required under pain of invalidity shall be treated as works performed as part of material scopes constituting an appendix to the Order, for which the Contractor shall not be entitled to any additional remuneration.

Article V: Payment

1. The Remuneration of the Contractor for performance of the Subject Matter of the Agreement shall be payable on the basis on a single final invoice issued by the Contractor once all works covered by the Subject Matter of the Agreement are performed.
2. The Remuneration for the works performed shall be paid via transfer to the bank account of the Contractor indicated on the invoice within 30 days from receipt of the invoice by the Ordering party, subject to the following provision of the General Terms and Conditions.
3. The basis for issue of the final invoice shall be:
 - 1.1 the final (financial) works acceptance report, drawn up once all the works are performed, signed from the side of the Ordering Party by the Ordering Party's Supervision Inspector and the Representative of the User (person responsible for the Cost Centre);
 - 1.2 if any waste is generated by the Contractor or Subcontractors in the course of works, the Contractor shall enclose with the final invoice a summary of waste generated in the course of works covered by material scopes, confirmed from the side of the Ordering Party by the Supervision Inspector and the Representative of the User;
 - 1.3 if the Ordering Party grants consent to entrusting works to Subcontractors and/or further Subcontractors, the Contractor shall enclose written confirmations from Subcontractors and/or further Subcontractors, signed by authorised persons, of receipt of all amounts due for the works performed. The said confirmation shall be submitted no later than 5 business days before expiry of the invoice payment date.
2. Should the Contractor deliver the invoice but fail to enclose the documents referred to in sect. 3 above, the Ordering Party shall have the right to withhold payment of the invoice without being charged with default interest. The payment deadline shall start to run from the moment the Contractor delivers a complete set of the above documents. Simultaneously, the Ordering Party shall have the right to withhold payment of the Contractor's invoice if the Contractor fails to remove any defects which do not limit the acceptance, specified in the final works acceptance report.
3. The date of payment of the Contractor's Remuneration shall be the date of crediting the bank account of the Ordering Party.
4. The Contractor shall not transfer (assign) to any third party the liability related to the obligation to pay the remuneration to the

Contractor for the performance contemplated in the Agreement without prior written consent of the Ordering Party.

5. The Contractor shall forward the original invoice as well as the works acceptance report signed by the Parties to the following address: Kancelaria Główna PKN ORLEN S.A. ul. Chemików 7, 09-411 Płock, in a separate envelope with a note: "FAKTURA" ["INVOICE"]. The invoice should specify the symbol of the organisational unit - TZP1, as well as the number of the Agreement on the basis of which the service was provided. In addition, the invoice should contain information about the contractual prohibition of assignment of receivables.
6. The Contractor shall forward a photocopy of the invoice together with a copy of the final works acceptance report and the required documents specified in sect. 3 above directly to the TZP1 Renovation Planning and Settlement department in a separate envelope. The envelope should be marked with the symbol of the organisational unit - TZP1, as well as the number of the Agreement.

Article VI: VAT

1. The value of the remuneration specified in the Order shall be increased by goods and services tax (VAT), in compliance with the applicable regulations.
2. In the case the Contractor is a domestic entity, the Contractor shall be obliged to archive the copies of invoices confirming that transactions have been made and constituting for the Ordering Party the basis for reduction of output VAT by the amount of input VAT, charged when performing the subject matter of the Agreement. In the case of failure to meet the above requirement or if the copy of the invoice archived by the Contractor contains data which is different from the data specified in the original document provided to the Ordering Party, is incorrect in formal, legal or materials terms, the Contractor shall be obliged to make full repairation for the damage occurred as a result of determination of the tax liability, including any sanctions and interest charged on the Ordering Party by tax authorities, in the amounts resulting from decisions of a given tax authority. The above applies also to situations in which the Contractor issues an invoice to the Ordering Party but is not entitled to do so.
3. If the Contractor is a domestic entity, the Contractor shall guarantee and be fully liable for the correctness of VAT rates applied, which means that should tax authorities question the right of the Ordering Party to deduct tax on the grounds that, in accordance with regulations, a given transaction was not taxable or was exempt from tax, the Contractor, at the written request of the Ordering Party as well as within the deadline specified therein, shall appropriately correct the invoice and reimburse the Ordering Party for the difference within 30 days from the day on which the request is served. In the case the Contractor issues a corrective invoice, the Contractor agrees to reimburse the Ordering Party for the amount equal to the amount of VAT questioned by tax authorities, whereas such reimbursement shall be made on the basis of an accounting note issued by the Ordering Party, within 30 days from the date it is served to the Contractor. In each of the above cases the Contractor shall reimburse the Ordering Party for the amount equal to any sanctions, interest, penalties and other liabilities incurred by the Ordering Party or imposed by tax authorities, whereas such reimbursement shall be made in the manner described in the previous sentence.
4. The Ordering Party represents that the Ordering Party in an active payer of tax on goods on services (VAT) and has been assigned the following Tax Identification Number (NIP): 774-00-01-454. The European Tax Identification Number of the Ordering Party for intra-Community transactions is as follows: PL7740001454.
5. The Contractor represents that the Contractor is an active payer of tax on goods on services (VAT) and has been assigned Tax Identification Number (NIP) which the Contractor shall indicate for the purposes of the Order or that the Contractor is exempt from VAT, which the Contractor shall confirm before the Order is filed. For intra-Community transactions, the Contractor shall be obliged each time to indicate the European Tax Identification Number for the purposes of the Order.

Article VII: Obligations of the Parties

1. Obligations of the Ordering Party shall include:
 - 1.1 to hand over the construction site / works on a date which enables performance of the Subject Matter of the Agreement in compliance with the Agreement, whereas the Parties agree that the Contractor shall perform the Subject

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- Matter of the Agreement on the basis of one-off permits issued by the Ordering Party;
- 1.2. to enable the Contractor to use energy and water at the construction site - against payment, in accordance with the principles set out in separate agreements with relevant departments of PKN ORLEN S.A.;
 - 1.3. to carry out the final acceptance of the Subject Matter of the Agreement within 5 business days from the date on which the Contractor notifies of the readiness to carry out the acceptance activities by means of an entry in the Construction Log Book.
2. Obligations of the Contractor shall include in particular the following:
- 2.1. prior to commencement of works, the Contractor shall submit to the Production Maintenance Engineer from the side of the Ordering Party a name list of people who will undergo mandatory training in safe performance of works at the site. The training session (confirmed in the Construction Log Book) shall be conducted by the Production Maintenance Engineer from the side of the Ordering Party or by a person he/she indicates;
 - 2.2. workers who will perform works shall undergo training in the scope and manner of performance of works, OHS and fire regulations applicable on an installation being renovated, organisation of work stations, provision of security measures and OHS protective covers;
 - 2.3. notification of the readiness to commence works by means of an entry in the Construction Log Book at least one day in advance.
 - 2.4. The Contractor shall be obliged perform works in compliance with the terms and conditions of a written one-off permit issued by the Ordering Party as well as to apply the security measures specified in such permits;
 - 2.5. performance of the Subject Matter of the Agreement in accordance with technological knowledge, applicable standards as well as technical terms and conditions of acceptance;
 - 2.6. documenting the source of origin and quality of materials
 - only from a manufacturer who has in place a quality certification system verified by a notified body entered into the EU register;
 - 2.7. performance of the Subject Matter of the Agreement in compliance with OHS and fire regulations applicable on the premises of PKN ORLEN S.A., contained in the Comprehensive Prevention System, including compliance with regulations on providing the people injured in accidents on the premises of PKN ORLEN S.A. with care, equipping workers with antistatic clothing and protection equipment which will allow to identify workers of the Contractor from among workers of other companies, as well as enforcement of such requirements and the requirements set out in the Regulation of the Minister of Economy of 08 July 2010 "on minimum requirements for occupational health and safety of workers potentially at risk from explosive atmospheres" - Journal of Laws 2010, No. 138, item 931;
 - 2.8. obtaining arrangements and permits required under the applicable regulations;
 - 2.9. observance of provisions of Article 208 of the Labour Code;
 - 2.10. ensuring due order at the construction site both during and after completion of works, including transferring to an authorised recipient all waste generated during works;
 - 2.11. observance of generally applicable regulations on environmental protection, including liability for damage caused during works;
 - 2.12. keeping records of waste and waste transfer statements as well as presenting to the Ordering Party's Supervision Inspector, prior to final acceptance of works, a summary of waste generated during works, containing the following information:
 - waste producer;
 - type of service rendered
 - code and catalogue name of waste
 - amount of waste generated
 - type of process applied to waste (recovery/disposal);
 - final recipient of waste (address details) and appending it to the invoice;
 - 2.13. if performance of the Agreement is connected with access by the Contractor to the production plant of the Ordering Party, the Contractor shall be obliged to get acquainted with and adhere to provisions contained in the valid Regulation

on Movement of People at Polski Koncern Naftowy ORLEN S.A., the excerpt of which constitutes Appendix No. 5 to the General Terms and Conditions.

- 2.14. requesting acceptance of the works performed and preparing the acceptance documents;
 - 2.15. in the case of production or repair of technical devices or production of elements or materials for production and repair of technical devices, the Contractor shall be obliged each time to hold and present to the Ordering Party a relevant authorisation issued by the body of a relevant technical supervision unit (Office of Technical Inspection (UDT) or Transport Technical Inspection (TDT)) in accordance with the Act on Technical Inspection of 21 December 2000 (Journal of Laws 2000 No. 122, item 1321, as amended);
 - 2.16. prohibition to use any intellectual property of third parties without their consent for the purposes of performance of works covered by the Agreement;
 - 2.17. if any third Parties file any claim against the Ordering Party in connection with infringement of copyrights or other intellectual property rights, which relate to the scope of works being performed under the Agreement by the Contractor, the Contractor shall be obliged to release the Ordering Party from the obligation to satisfy such claims from third parties;
 - 2.18. erection of scaffolding shall be ensured by a specialist company in compliance with the applicable regulations (an acceptance report should be issued for each scaffolding and provided to the Supervision Inspector);
 - 2.19. any works to be covered up or any concealed works shall require confirmation by means of an entry in the Construction Log Book by the Supervision Inspector (after prior notification by the Contractor by means of an entry in the Construction Log Book);
 - 2.20. Drawing up an instruction on safe performance of works (pol. instrukcja bezpiecznego wykonywania robót, IBWR).
 - 2.21. In the case of any measurements of thickness of walls:
 - 221.1 Preparing the measurement documentation and forwarding it both in written and electronic form in accordance with requirements of the SZEOR system and well as implementing the system. From the side of the Ordering Party, the person authorised to receive the documentation shall be the Supervision Inspector.
 - 221.2 The Contractor shall provide the Supervision Inspector with results of measurements on an on-going basis.
 - 221.3 The Contractor undertakes that works will be performed by workers holding relevant licences as well as guarantees that works will be performed with the use of authenticated and calibrated equipment.
3. The Contractor shall ensure that obligations of the Contractor, set out in this Article, will be fulfilled also by the Contractor's Subcontractors and further Subcontractors.

Article VIII: Internal Regulations of the Ordering Party

1. The Contractor shall be obliged to adhere to generally applicable legal regulations as well as internal company normative acts of PKN ORLEN S.A. on fire protection and occupational safety. In the case of a gross violation of regulations pertaining to the above, the Ordering Party reserves the right to immediately withdraw from the Agreement by the fault of the Contractor. The Ordering Party shall have the right to withdraw from the Agreement in the above case until the deadline within which the Contractor should have performed works covered by the Subject Matter of the Agreement in compliance with provisions thereof.
2. Temporary backup facilities and equipment located outside permanent back-up facilities of the Contractor must be marked in a permanent manner with the name of the company. Any connections to the energy grid must be made in accordance with technical knowledge and safety requirements. The Ordering Party shall treat any non-marked equipment as abandoned equipment. The location of the backup facilities and connections of equipment must be agreed upon with the Supervision Inspector and compliant with Regulation No. 3/GD/03 of 20 January 2003 issued by the Ordering Party, along with annex No. 1 of 03 April 2004, or otherwise shall be removed at the expense of the Contractor. The Contractor represents that the Contractor has got acquainted with provisions of the Regulation of the Ordering Party referred to in the preceding sentence.

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Article IX: Representatives of the Parties

1. Each Order shall specify the Supervision Inspector and the Representative of the User from the side of the Ordering Party as well as the Representative of the Contractor responsible for performance of works.
2. Persons indicated in Article IX are not authorised to contract any financial obligations or submit declarations of will on behalf of the Ordering Party and the Contractor, resulting in a change of provisions of the Order.
3. Any change of representatives of the Parties specified in the Order shall not constitute a change of the Order and shall not require an annex to be valid, but only notifying the other Party in writing.

Article X: Integrated Management System

The Ordering Party informs, and the Contractor acknowledges:

1. The Integrated Management System (pol. Zintegrowany System Zarządzania, ZSZ) and the Responsible Care Framework Management System both have been implemented at the Production Plant of Polski Koncern Naftowy ORLEN S.A. The purpose of the Integrated Management System is to ensure compliance with the applicable regulations, *inter alia*, on environmental protection, as well as constant progress in the field of reduction of the environmental impact of the Plant. The guiding document of the Integrated Management System is the "Integrated Management System Policy" of Polski Koncern Naftowy ORLEN Spółka Akcyjna.
2. Requirements set out in the Integrated Management System oblige the Contractor to strictly adhere to regulations on environmental protection and to internal regulations in this regard.
3. The Integrated Management System obliges the Contractor to inform the Company Environmental Inspection of Polski Koncern Naftowy S.A. (tel. 24 365-44-99) about any works which may pose a threat to the environment as well as of any sudden events which caused such threats.

Article X: Environmental Protection

1. The Contractor shall be obliged to perform any works connected with performance of the Agreement in a manner which does not violate the applicable regulations on environmental protection as well as ensures that the environmental impact of such works is minimised.
2. The Contractor is the producer of waste generated in connection with performance of the agreement within the meaning of the applicable regulations, in particular the Act on Waste of 14 December 2012 (Journal of Laws 2013, item 21, as amended).
3. The Contractor shall be obliged to keep records of waste as required by law as well as shall be fully liable for correct management of waste connected with the scope of works ordered, in compliance with the applicable regulations.
4. If any works are entrusted to a subcontractor at the time when waste is generated, the agreement concluded between the Contractor and the subcontractor should clearly define the waste producer.
5. The formal and legal status of the entity generating waste should be regulated in compliance with the regulations on environmental protection applicable during the period in which works are performed, in a manner appropriate for the nature and place of the activity pursued which is connected with generation of waste.
6. Waste should be transferred to an authorised recipient who holds permits required by law. Waste should be removed from the place in which it is generated on an on-going basis, however only a transport batch of waste can be stored at such a place. The waste storage should be secured against weather conditions and marked, in particular with the name of the contractor, catalogue name and type of waste (waste code).
7. Prior to acceptance of works, the Contractor shall be obliged to provide the following, depending on the type of works performed: to the Project Manager or the Executer or the Supervision Inspector and the Representative of the User - a summary of data on waste generated when performing works covered by the Agreement. The summary should contain the following data: waste producer, type of service rendered, code and catalogue name of waste, amount of waste generated, intended use of waste (recovery/disposal), and recipient. The summary of waste generated shall constitute, as appropriate, an Appendix to the Final Technical Acceptance Report the Agreement or the Works Acceptance Report.
8. In the case of Agreements performed at the turn of years, the Contractor shall be obliged to present the summary referred to in Article X sect. 7 of the General Terms and Conditions by 31

January each year, pertaining to the previous year.

9. The producer and owner of scrap metal waste (including the contaminated one) shall be PKN ORLEN S.A. The scrap should be transferred to the MG 33 warehouse of the Ordering Party. The responsibility for keeping scrap waste records as provided by law shall rest with PKN ORLEN S.A. Guidelines on how to transfer scrap waste to the mG-33 warehouse are contained in Appendix No. 7 to the General Terms and Conditions.
10. Municipal waste generated in connection with the stay of workers of the Contractor and the Subcontractors on the premises of PKN ORLEN S.A. should be kept in containers intended for selective municipal waste collection located on the premises of the installation for which works are performed. No waste other than municipal waste, in particular no hazardous waste, can be kept in the containers.
11. In the case of performance of ground works connected with soil, the contamination of which has been confirmed by a laboratory analysis (carried out by an accredited laboratory), and the cost of neutralisation not exceeding PLN 2,500 or the amount of contaminated soil excavated not exceeding 25 tones, the responsibility for management of such waste shall rest with the Contractor as part of the remuneration specified in the Order.
12. In the case of performance of ground works in excess of the limits specified in sect. 10 above, the Contractor, when performing the ground works, shall be obliged to check the soil organoleptically on an on-going basis in cooperation with the Ordering Party's Supervision Inspector. If, as a result of the organoleptic checks, any potentially contaminated soil is found, the Contractor shall notify the Environmental Protection Department (RSS) tel. 24 256 83 25. A representative of RSS shall classify the soil into contaminated soil and contamination-free soil, based on samples collected and laboratory tests conducted. The Contractor, as the producer of waste - contaminated soil, shall store the waste in the area secured by foil and shall be responsible for the waste until it is collected by an authorised recipient indicated by the Ordering Party, as well as shall keep the required records. The Ordering Party - RSS shall provide the Contractor with copies of printouts from the weighing which confirm the amount of soil transferred for neutralisation. The costs of laboratory analyses of soil samples, collection (loading), transport and neutralisation of contaminated soil shall be covered by the Ordering Party.

Article XI: Contractual Penalties and the Right to Withdraw from the Agreement

1. The Ordering Party shall have the right to charge the Contractor with the following contractual penalties:
 - 1.1. for delay in performance of the Subject Matter of the Agreement - a contractual penalty in the amount of 0.2% of the value of total net remuneration of the Contractor as specified in the Order for each day of delay. In order to determine the number of days of delay, the completion date of the works specified in the technical acceptance report on the scope of renovation (R 127) shall be used;
 - 1.2. for delay in removal of defects found during acceptance or during the guarantee term (if any) - a contractual penalty in the amount of 0.2% of the total net remuneration of the Contractor as specified in the Order for each day of delay starting from the date specified in writing as the deadline for removal of defects.
2. In the case the Contractor fails to observe the regulations contained in Article 7 sect. 2, item 2.13 of the General Terms and Conditions and/or Article 19 of the General Terms and Conditions, the Contractor shall pay the Ordering Party a fine in the amount provided for a given type of violation contemplated in specific sections of the eighth chapter of the Instruction on Movement of People at Polski Koncern Naftowy ORLEN S.A. (version for external entities in Appendix No. 5 to the general Terms and Conditions) up to the sum of amounts indicated therein.
3. The Ordering Party reserves the right to withdraw from the Agreement in the following cases:
 - when the Contractor does not perform the Subject Matter of the Agreement in accordance with the Agreement and/or technical design or performs the Subject Matter of the Agreement in a defective manner as well as after ineffective expiry of the deadline for changing the manner of performance of the Subject Matter of the Agreement set by the Ordering Party;
 - when the Contractor loses the ability to perform works;
 - delays in performance of works, caused by the Contractor or due to reasons beyond control of the Ordering Party;

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- failure by the Contractor and/or Subcontractors or further Subcontractors to observe the OHS and fire regulations applicable on the premises of PKN ORLEN S.A.

The above right of the Ordering Party to withdraw from the Agreement can be exercised by the Ordering Party before expiry of 90 days from the date on which the Contractor should complete works covered by the Subject Matter of the Agreement in accordance with provisions thereof, i.e. within the deadline specified in the Order, taking into account the provisions of Article III.

4. If the Ordering Party withdraws from the Agreement by the fault of the Contractor, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 20% of the total net remuneration of the Contractor as specified in the Order.
5. The Ordering Party reserves the right to seek damages on general principles if the amount of damage exceeds the amount of the stipulated contractual penalties. The contractual penalties charged on the Contractor by the Ordering Party can be settled by deduction of such penalties by the Ordering Party from amounts due to the Contractor from the Ordering Party, to which separate consent of the Contractor shall not be required. The Ordering Party shall have the right to seek payment of contractual penalties by the Contractor also after the Agreement expires as a result of submission of the withdrawal statement by the Ordering Party.
6. The Ordering Party may withdraw from the Agreement during the term thereof without giving any reason, before the date on which the Contractor should complete works covered by the Subject Matter of the Agreement, i.e. before the date determined in accordance with the Order, taking into consideration the provisions of Article III. Withdrawal of the Ordering Party in accordance with the previous sentence shall take effect in the future, from the date indicated in the statement on withdrawal from the Agreement, however in such a case the Contractor shall continue works, at the same time fulfilling the obligations under the Agreement, and shall end the works at stages forming a technological whole, in accordance with instructions of the Ordering Party contained in the statement on withdrawal from the Agreement. The Contractor shall take inventory of the scope of works performed so far, documenting the costs incurred, as well as shall settle the works performed after obtaining a prior approval of the Ordering Party, and the Ordering Party shall pay for the works on the basis of a correctly issued VAT invoice, in accordance with the principles set out in the Agreement. The amount of remuneration for the scope of works performed shall be determined in accordance with the principles agreed upon in writing between the Parties.
7. The reservation of the rights of the Ordering Party to withdraw from the Agreement in accordance with this Article shall not exclude any right of the Ordering Party to withdraw from the Agreement in accordance with the principles provided for in the Civil Code.

Article XIV: Acceptance

1. The Ordering Party shall accept any works to be covered up or any concealed works within 7 business days from the date on which such works were notified to the Ordering Party in the Construction Log Book.
2. The final acceptance shall take place once all works within the framework of the Subject Matter of the Agreement are completed. The Contractor shall notify the Ordering Party of the completion of works and readiness for acceptance by way of an entry in the Construction Log Book. The Ordering Party shall set the date and commence the acceptance activities within 7 business days from the date of being notified of readiness for acceptance, and shall complete such activities within 14 business days from that date. The Parties shall evidence the completion of the final acceptance activities by signature of the works acceptance report. If, in the course of the acceptance activities, it transpires that the Subject Matter of the Agreement has not been properly performed and is not ready for acceptance due to defects found, which shall be confirmed by way of an entry in the Construction Log Book, the acceptance shall be withheld until the Contractor removes the defects within the deadline set in writing by the Ordering Party. If reasons for the lack of readiness for acceptance on the agreed dates are attributable to the Ordering Party, the Contractor shall complete works by the date and under the terms and conditions mutually agreed upon in writing.

Article XV: Workers of the Contractor

1. The Contractor undertakes to perform the Subject Matter of the Agreement using the Contractor's own, proven workers with

confirmed (verified) qualifications, having at least 2 years of experience in work for the Contractor in the branch in question, or having at least 3 years of documented experience in renovation works on production installations of PKN ORLEN S.A. Capital Group. If the Ordering Party agrees to entrusting some of the works covered by the Agreement to a Subcontractor, the requirements set out in the first sentence shall apply accordingly also to workers of the Subcontractor.

2. The Contractor shall enclose with the Order sent back to the Ordering Party a list of workers (containing only their first and last names) allowed to perform the works in questions, including also the supervisors.
3. The Contractor represents that all workers (who are to perform the Subject Matter of the Agreement) have been acquainted with, trained and verified in terms of familiarity with regulations on occupational safety and safe performance of works contained in the Comprehensive Prevention System applicable at the Ordering Party's place as well as undertakes to adhere to such regulations.

Article XVI: Liability for Damages and Liability under Guarantee

1. The Contractor shall be fully liable for any damage caused during performance of the Subject Matter of the Agreement both by the Contractor and by the Contractor's subcontractors and/or further subcontractors.
2. The Contractor shall remove the damage referred to in sect. 1 above within the deadline agreed upon by the Parties. If, within 7 days from a request from the Ordering Party, the Parties fail to agree in writing upon the deadline for removal of damage, the Ordering Party shall have the right to set in writing the deadline for removal of damage on their own. If the Contractor fails to remove such damage within the requested deadline, the Ordering Party shall have the right to remove the damage at the Ordering Party's own expense and to charge the Contractor with costs of the substituted works, based on an accounting (debit) note.
3. The Contractor shall provide the Ordering Party with the guarantee for the Subject Matter of the Agreement performed and for the devices and materials delivered, in accordance with the term defined in the Order. The guarantee term shall start to run from the date of signature of the final works acceptance report by representatives of the Parties.
4. Under the guarantee provided, the Contractor undertakes to remove at the Contractor's expense any defects in the Subject Matter of the Agreement performed, which reveal themselves during the guarantee term. The Parties shall each time agree in writing upon the deadline for removal of defects which, however, cannot be more than 14 calendar days.
5. If the Contractor fulfils any obligations under the guarantee, consisting in significant repairs or replacement of defective devices, parts or materials, the guarantee term shall run anew starting from the date of unqualified acceptance by the Ordering Party of works consisting in the repairs performed by the Contractor or of the devices, parts or materials which have been replaced. In all other cases in which the Contractor fulfils any obligations under the guarantee, the guarantee term shall be extended by the period from the date of notification of a given defect by the Ordering Party to the date of unqualified acceptance of the works consisting in the removal of defects or malfunctions by the Contractor.
6. If the Contractor refuses to agree upon the deadline for removal of defects or fails to meet such a deadline, the Ordering Party shall have the right to remove the defects at the Ordering Party's expense and to charge the Contractor with costs of such substituted removal, based on an accounting (debit) note. In such a case the guarantee term shall be extended by the time from the date on which the Ordering Party notified the Contractor of a given defect to the date of removal of such a defect by the Ordering Party, unless removal of defects by the Ordering Party consists in significant repairs or replacement of defective devices, parts or materials, in which case the guarantee term shall run anew starting from the date on which the Ordering Party completes the repairs or replaces the defective devices, parts or materials.
7. The Contractor shall also be liable under the statutory warranty, the term of which shall start to run from the date of signature of the final works acceptance report. In matters related to the statutory warranty, the provisions of the Civil Code shall apply.

Article XVII: "OCCUPATIONAL SAFETY" CLAUSE

1. The Contractor shall be obliged to carry out an assessment of occupational risk connected with works on the premises of facilities of Polski Koncern Naftowy ORLEN S.A. prior to commencement of

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such works and to document such an assessment in accordance with the Polish Standard PN-N- 18002:2011, as well as to present documentation relating to such an assessment at the request of a representative of the Ordering Party.

2. The Contractor shall be obliged to:
 - 2.1. as a mandatory requirement, equip workers with helmets and protective eyewear as well as with protective clothing and footwear in the case of works performed in non-production organisational cells of the Ordering Party located outside the production plants.
 - 2.2. as a mandatory requirement, equip workers with helmets and protective eyewear and with respirators with filters as well as with: protective flame-resistant clothing with anti-static properties, footwear with anti-static properties and CE-marked face masks, as well as with other required personal protective equipment adequate to the risks occurring when performing works on the premises of production installations: the production plant in Plock, fuel terminals, PTA plant in Wloclawek as well as in other places requiring the use of such respirators and equipment.
 - 2.3. implement in practice the adequate measures to mitigate occupational risk as well as draw up the Safety and Health Protection (S&HP) Plan prior to commencement of works, in line with the principles and provisions stipulated in relevant regulations in the cases required by such regulations.
 - 2.4. draw up the "Plan of safe performance of works on the premises of PKN ORLEN S.A." in the case of performance of works which are not covered by the obligation to draw up the S&HP Plan prior to commencement of such works, which shall include at least the following:
 - Description of the nature and type of works performed,
 - Specification of materials, devices, machines, technology which will be used for performing the works,
 - Specification of precautions, instructions and recommendations concerning OHS which must be observed during work,
 - List of personal protective equipment which and where must be used,
 - Fire safety instruction, evacuation plan,
 - List of subcontractors, including their contact details.
 - 2.5. Use only fully functional tools, materials and equipment with relevant technical approvals, validations and certificates.
3. During performance of works on the premises of Polski Koncern Naftowy ORLEN S.A., the Contractor shall be obliged to ensure the following:
 - 3.1. Supervision of the OHS service and the fire protection service consisting of at least 1 person per each group of 100 people employed in performance of the Agreement,
 - 3.2. Supervision of the OHS service and the fire protection service consisting of at least 1 person per each group of 50 people employed in performance of particularly hazardous works.
4. During performance of the particularly hazardous works on the premises of PKN ORLEN S.A., the Contractor shall be obliged to ensure direct supervision of a supervisor over such works, exercised by persons appointed specifically for that purpose, i.e. at least 1 such a person per each group of 10 people employed in performance of such works.
5. The Contractor represents that:
 - 5.1. The Contractor shall provide the OHS and Process Security Department of Polski Koncern Naftowy ORLEN S.A. with information on all cases of accidents at work and non-traumatic events concerning workers and subcontractors which occurred during performance of works on the premises of the Company, in accordance with the sample form contained in Appendices No. 1 and 2 to the General Terms and Conditions, after prior/earlier removal of personal data of the person injured and of other persons mentioned in such documents.
 - 5.2. The Contractor undertakes to conduct post-accident investigation in cooperation with a representative of the OHS and Process Security Department of PKN ORLEN S.A., as well as to provide a copy of the post-accident documentation, drawn up in line with relevant regulations, after prior/earlier removal of personal data of the person injured and of other persons mentioned in such documents.
 - 5.3. The Contractor shall provide the Company Fire Service of Polski Koncern Naftowy ORLEN S.A. with information on any fire events (ignition, self ignition, fire) and other local

threats noticed during performance of works on the premises of the Company, in accordance with the sample form contained in Appendix No. 2a to the General Terms and Conditions.

6. The Contractor shall be obliged to:
 - 6.1. Additionally (apart from the mandatory training conducted by the Ordering Party) train the Contractor's own workers and workers of subcontractors (of the Contractor, as well as further subcontractors and other persons working for them) in occupational health and safety as well as in fire and process security prior to commencement of works on the premises of PKN ORLEN S.A., taking into account the specificity of such works and conclusions from the occupational risk assessment, as well as document such trainings in terms of: the programme, trainers, duration and practical aspects.
 - 6.2. Provide workers acting on the Contractor's behalf with procedures concerning notification of the Company Fire Service, the State Fire Service in the case of fire events, emergency events and other local threats as well as evacuation.
7. The Contractor represents that the Contractor's workers who perform particularly hazardous works on the premises of Polski Koncern Naftowy ORLEN S.A. hold valid medical certificates on the absence of counter-indications to performance of such works.
8. The Contractor represents that workers acting on the Contractor's behalf hold qualifications appropriate to the types of works performed on the premises of Polski Koncern Naftowy ORLEN S.A.
9. The Contractor represents that workers acting on the Contractor's behalf – when securing the works which pose a fire hazard – shall use the equipment with a valid certificate, including certificates from technical inspections, and approved for operation in Ex atmosphere.
10. The Contractor undertakes that in situations, in which there is work performed in the same place by workers employed by different employers, the Contractor will cooperate with the other employers in matters of OHS, fire protection and process security.
11. The Ordering Party reserves the possibility to exercise control regarding the observance of the applicable regulations and rules concerning occupational safety, fire protection and process security.
12. The Contractor represents that in the matters of occupational health and safety, fire protection and process security, together with the Contractor's workers and workers of subcontractors, to follow the instructions and orders of a representative of the Ordering Party, OHS service of PKN ORLEN S.A., OHS Coordinator, and a representative of the fire protection service of PKN ORLEN S.A., as well as undertakes to cooperate in the scope of accident and fire prevention during works performed on the premises of Polski Koncern Naftowy ORLEN S.A.
13. The Contractor shall be fully responsible for the employment of Subcontractors holding ISO Certificates or their equivalents regarding the Occupational Health and Safety Management System, except for cases specified by the Ordering Party, as well as for actions and omissions of the Contractor as well as of the Contractor's subcontractors and further Subcontractors and of other persons working for them. In addition, the Contractor shall be obliged to:
 - 13.1. Include in the agreements concluded with Subcontractors and concerning the works performed on the premises of PKN ORLEN S.A. the requirements specified in this Article as well as the following clauses:
 - a) "The Subcontractor represents that the Subcontractor shall perform the particularly hazardous works being part of the Subject Matter of the Agreement 100% on their own, without the involvement of any further subcontractors or other persons working for them".
 - b) "The Subcontractor shall be fully liable for actions and omissions of any further subcontractors and other persons working for them, as well as for own actions and omissions".
 - 13.2. Make sure that all people involved in performance of the Subject Matter of the Agreement are given name badges specifying the place of performance of works, including name badges marked with "N" symbol and authorising to collect written permits for performance of particularly hazardous works for authorised persons, following their training in occupational health and safety and fire protection in the manner indicated in item 6.1. of this Article.
 - 13.3. Inform the Ordering Party about the presence on the

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- premises of PKN ORLEN S.A. of Subcontractors and further subcontractors as well as of other persons working for them before they commence works.
14. Prior to the commencement of works covered by the Agreement, a representative of the Ordering Party shall agree upon with a representative of the Contractor the principles of mutual cooperation, conduct, supervision and communication regarding all aspects related to occupational health and safety and fire protection which may occur during performance of the Agreement.
 15. The Contractor represents that the Contractor has got acquainted with the applicable requirements concerning occupational health and safety, fire protection and process security included in the generally applicable regulations and in the Comprehensive Prevention System with regard to works performed on the premises of the ordering party and undertakes to observe such requirements.
 16. The Contractor shall be obliged, prior to commencement of works, to present to the Ordering Party and to send to the Occupational Health and Safety Office of the Ordering Party a completed "OHS Declaration" in line with the sample form contained in Appendix No. 3 to the General Terms and Conditions.
 17. In the event the supervision service of the Ordering Party finds that the Contractor fails to observe the provisions included in this Article during performance of works and that workers grossly violate the regulations and principles concerning occupational health and safety, fire protection or process security included in the generally applicable regulations and in the Comprehensive Prevention System, the Ordering Party reserves the possibility to conduct the procedures in line with the principles presented in item 1 of Appendix No. 4 to the General Terms and Conditions, and the Contractor undertakes to apply and/or observe such principles and to enforce the decisions issued on their basis by the Ordering Party.
 18. Any violation of the obligations regarding the observance of regulations or rules concerning OHS and fire protection shall constitute a material breach of the terms and conditions of the Agreement as well as the basis for the termination thereof with immediate effect by the Ordering Party and for withdrawal from the Orders being fulfilled.
 19. The Contractor shall be obliged to control all substances, tools, materials and devices used for performing works, to determine the impact thereof on the safety of works as well as to provide workers with information, training and protective equipment related thereto.
 20. The Contractor undertakes that hazardous substances will be kept at the site of Works only for the time necessary for performance of such Works. Any hazardous substances, including containers or packaging, shall be removed by the Contractor from the site of works in accordance with the rules set out in relevant legal regulations.
 21. The Contractor shall limit to the bare minimum, owing to control and application of protection measures, any inconvenience incurred in connection with dust or smoke as a result of works being performed.
 22. The Contractor undertakes to control the noise level at the site of works and shall comply with any limitations in this regard imposed by local authorities. The Contractor undertakes to take effort to reduce the noise level owing to appropriate selection and maintenance of equipment and devices.
 23. The Contractor undertakes to ensure medical care for workers as well as to ensure care for a worker injured in an accident occurring during performance of works on the premises of Polski Koncern Naftowy ORLEN S.A. on the basis of the Agreement.
 24. If working conditions are not in line with regulations on occupational safety and fire protection and pose a direct threat to health and life of a worker of the Contractor or if the work performed by the worker of the Contractor poses such a threat to other persons, the worker of the Contractor shall have the right to refrain from performance of the work and shall immediately notify his/her supervisor of that fact. If refraining from the work does not result in the removal of a given threat, the worker of the Contractor shall have the right to move away from the danger area and shall immediately notify his/her supervisor of that fact.
 25. The Contractor shall be obliged, prior to commencement of works, based on a map contained in Appendix No. 7 to the Order, to inform the Contractor's workers, workers of subcontractors and other persons working for them that, on the premises of the production plant in Plock:
 - a) they are allowed to move along the route specified on the map to the site of works,
 - b) they are allowed to stay in the area specified on the map during performance of works,

- c) they are not allowed to stay outside the specified area and the specified routes, except for cases connected with performance of the Agreement.
26. For the purposes of each permit for performance of works, the Contractor is obliged to present the Ordering Party (the person who issues the permit) with a name list of workers of the Contractor and Subcontractors.
27. The Contractor shall ensure that all persons (designated to perform the Subject Matter of the Agreement) are equipped with access cards with a photo and first and last name (badges) as well as with clothing marked with the company name.
28. The Contractor undertakes to mark the equipment or vehicles on the premises of the Ordering Party with the name of the owner of the equipment or vehicles.

Article XVIII: PROTECTION OF INFORMATION

1. The Contractor undertakes to keep confidential the information provided directly or indirectly by the Ordering Party (in any form whatsoever, i.e. in particular orally, in writing, by electronic means) as well as the information obtained by the Contractor in a different manner during mutual cooperation, including in connection with the execution and performance of this Agreement; such information referring directly or indirectly to the Ordering Party, Companies belonging to the Ordering Party's Group or their contractors, including the content of this Agreement. The Parties agree that all technical, technological, organisational or other information of economic value, undisclosed to the public, provided by the Contractor or on the Contractor's behalf or obtained by the Contractor in a different manner in the course of negotiations, execution and performance of this Agreement shall be treated as trade secret within the meaning of Article 11 sect. 4 of the Act of 16 April 1993 on Counteracting Unfair Competition (Journal of Laws 2003, No. 153, item 1503, as amended) (hereinafter referred to as the "Trade Secret"), unless at the moment of provision the providing party classifies the nature such information – in writing or in an electronic form – as other than the one described above.
2. The obligation to keep confidential the information mentioned in sect. 1 above shall be understood by the Parties as prohibition to use, disclose or provide any such information in any manner whatsoever to any third parties, except for the following situations:
 - 2.1. disclosure or use the information is necessary for appropriate performance of this Agreement and in accordance with this Agreement, or
 - 2.2. information at the moment of its disclosure has been already publicly available and it has been disclosed by the Ordering Party or upon the Ordering Party's consent or in a manner other than through an action or omission to act inconsistent with law or any Agreement, or
 - 2.3. the Contractor has been obliged to disclose information by a court or authorised body or in the event of a legal obligation to make such a disclosure, however the Contractor shall immediately inform the Ordering Party in writing about the obligation to disclose information and its scope as well as shall take into consideration, as far as possible, recommendations of the Ordering Party concerning the disclosure of information, in particular as regards filing a request for anonymity, contesting, appealing or taking another equivalent legal remedy as well as shall inform the court or authorised body about the protected nature of disclosed information, or
 - 2.4. the Ordering Party has granted written consent to the Contractor to disclose or use of information for a particular purpose, in a manner indicated by the Ordering Party.
3. The Contractor shall be obliged to take such safety precautions and manners of conduct which will be appropriate and sufficient to ensure safe, including consistent with this Agreement and legal regulations, processing of the Trade Secret in order to prevent any unauthorised use of, provision of, disclosure of or access to such information. The Contractor shall not, in particular, copy or record the Trade Secret if this is not justified by proper performance of this Agreement by the Contractor. The Contractor shall be obliged to immediately inform the Ordering Party about any infringements of the rules of protection or unauthorised disclosure or use of the Trade Secret processed in connection with performance of this Agreement.
4. The obligation to keep confidential the information referred to in sect. 1 above shall apply also to workers of the Contractor and other persons, including in particular auditors, advisers and

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subcontractors, to whom the Contractor will disclose such information. The Contractor shall be obliged to oblige the aforementioned persons in writing to protect the Trade Secret on at least the same terms and conditions as set out in this Agreement. The Contractor shall be fully liable for actions or omissions of persons who have obtained access to the Trade Secret, including shall assume the liability referred to in sect. 8.

5. The Contractor shall be obliged, at each request of the Ordering Party, within a deadline of not more than 5 days, to send to the Ordering Party a list of persons and entities who, through the Contractor, have gained access to the Trade Secret. Any failure to meet the obligation referred to in this section shall be treated as unauthorised disclosure of the Trade Secret, resulting in the liability referred to in sect. 8.
6. The obligation to maintain confidentiality of information shall be binding during the term of this Agreement as well as in a period of 10 years after termination, expiry or annulment thereof or annulment of the legal effects. If despite expiry of the period of protection of the Trade Secret mentioned in the previous sentence such information is still subject to protection based on internal regulations or decisions of the Ordering Party or on the basis of special legal regulations, the Ordering Party shall notify the Contractor in writing of the extension of the period of protection by an additional period indicated by the Ordering Party (however not longer than 10 years), to which the Contractor hereby agrees. The notification referred to in the above sentence shall take place before expiry of the 10-year period of protection mentioned in the first sentence of this section, however not later than 10 business days before the aforementioned obligation ceases to be binding. The Parties jointly agree that the obligation described in this section shall be in force irrespective of termination, expiry or annulment of this Agreement or annulment of legal effects thereof.
7. Not later than within 3 business days after expiry of the period of protection referred to in sect. 6 above, the Contractor and all persons whom the Contractor provided with the Trade Secret shall be obliged to return to the Ordering Party or destroy all materials containing the Trade Secret.
8. In the case of unauthorised use, provision or disclosure of the Trade Secret by the Contractor, the Ordering Party shall have the right to demand that the Contractor pays a contractual penalty in the amount of 10% of the net value of the Contractor's remuneration referred to in § 5 sect. 1 of the Agreement per each case of unauthorised use, provision or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the Ordering Party to seek damages from the Contractor on general terms, as in the case when the value of damage suffered exceeds the amount of the contractual penalty stipulated in this Agreement. The above shall not exclude in any manner the other sanctions and rights of the Ordering Party set out in legal regulations, including in the Act of 16 April 1993 on Counteracting Unfair Competition (Journal of Laws 2003 No. 153, item 1503, as amended).
9. In the case when in connection with performance of this Agreement it becomes necessary to grant access to or provide to the Contractor any personal data within the meaning of the Act of 29 August 1997 on Personal Data Protection (consolidated text: Journal of Laws 2014, item 1182), the Contractor shall be obliged to conclude with the Ordering Party, prior to commencement of processing of such data, an appropriate, separate agreement, the subject matter of which shall be the principles as well as the terms and conditions of protection and processing of such data.
10. In the case of generation of or access to information protected under the Act of 29 July 2005 on Trading in Financial Instruments (consolidated text: Journal of Laws 2014, item 94), the Contractor shall be obliged, at the request of the Ordering Party, to immediately provide a list of persons having access to such information prior to its disclosure to the public by the Ordering Party, including declarations signed by such persons and confirming that they have been instructed in obligations and legal consequences connected with such access, including criminal liability.

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11. In the case when, during performance of this Agreement, it becomes necessary to grant access to or provide to the Contractor any information, in any form whatsoever, constituting the Trade Secret of PKN ORLEN S.A., understood as a specially protected type of the Trade Secret of the Ordering Party, with regard to which special actions have been taken as specified in the internal acts of the Ordering Party in order to maintain confidentiality of such information, and the use, provision or disclosure of which to an unauthorised person significantly threatens or infringes the interests of the Ordering Party, the Contractor undertakes to immediately conclude with the Ordering Party, prior to receipt and commencement of processing of such information, an annex to this Agreement, compliant with internal acts of the Ordering Party, the subject matter of which shall be the principles as well as terms and condition of protection of the Trade Secret of PKN ORLEN S.A.
12. To avoid any doubts, the Parties confirm that the Contractor, irrespective of the obligations stipulated in this Agreement, shall be also obliged to comply with additional requirements concerning protection of particular kinds of information (e.g. personal data, confidential information) arising from the applicable legal regulations.

Article XIX: MOVEMENT OF PEOPLE

In connection with regulations on movement of people and materials as well as other guidelines resulting from management of the movement of people and materials in place at PKN ORLEN S.A., it is hereby agreed that:

4. The Contractor shall be obliged to:
 - a) get the persons employed in performance of the Agreement acquainted with and obliged to observe the provisions of the valid regulation on movement of people at Polski Koncern Naftowy ORLEN S.A. (Appendix No. 5 to the General terms and Conditions).
 - b) conclude with ORLEN Ochrona Sp. z o.o., which on behalf of the Ordering Party performs all activities related to the issue of badges and collection of fees for that, a separate agreement regulating the principles and procedures connected with handling the movement of people and materials on the premises of the Company (a sample form of such an agreement constitutes Appendix No. 6 to the General Terms and Conditions).
5. PKN ORLEN S.A. shall collect for processing the personal data of persons employed in performance of the Agreement for the purpose of issuing badges to such persons by ORLEN Ochrona Sp. z o.o. and allowing them to enter the premises of the Company.

Article XX: EXTERNAL COMMUNICATION

1. The Contractor undertakes to obtain prior written consent of PKN ORLEN S.A. to including the company name, trademark or logo of PKN ORLEN S.A. on the Contractor's website, list of counterparties, in brochures, advertisements as well as all other advertising and marketing materials. In such a case the Contractor undertakes to submit to PKN ORLEN S.A., together with the application for such consent, the draft materials in which such data would be included.
2. In addition, the Contractor undertakes to obtain prior written consent of PKN ORLEN S.A. to disclosure to the mass media such as press, radio, TV, Internet any information related to the Agreement. In such a case the Contractor undertakes to submit to PKN ORLEN S.A., together with the application for such consent, the text of the information that would be used in the mass media.
3. In the case of non-fulfilment or improper fulfilment of obligations set out in this Article, the Ordering Party shall have the right to charge a contractual penalty in the amount of PLN 100,000.- (in words: one hundred thousand zlotys) for each violation. Payment of the contractual penalty referred to above shall not limit the right of PKN ORLEN S.A. to seek additional damages on general terms if the amount of damage incurred exceeds the stipulated amount of the contractual penalty.

Article XXI: Force Majeure

1. No Party shall be held liable for non-performance or improper performance of the Agreement as well as for any damage caused by a Force Majeure event.
2. The occurrence of a Force Majeure event and its impact on the performance of the Agreement as well as the occurrence of damage must be demonstrated by the Party which invokes a Force Majeure event and confirmed by the other Party in writing.
3. Force Majeure events shall be considered all external and sudden events which could not be anticipated at the moment of conclusion

of the Agreement, which could not be resisted and the impact of which could not be prevented, in particular acts of war, terrorism, riots, natural disasters, decisions of the state authorities or any other incidents which caused contamination or chemical or radioactive poisoning of people, real property or movable property.

4. The duration of such events shall be appropriately taken into account in the Schedule of Works. Should such a period exceed 3 months, both Parties shall agree upon new terms and conditions of cooperation in writing.
5. The Party which is not able to fulfill its obligations due to Force Majeure events shall be obliged to immediately notify the other Party of that fact in writing, however not later than within 24 hours from occurrence of such events. When a given Force Majeure event ceases to exist, the other Party shall be promptly informed thereof. A failure to comply with the aforementioned obligation shall result in a loss of the right to invoke a Force Majeure event.

Article XXII: Information Clause

Polski Koncern Naftowy ORLEN Spółka Akcyjna with its registered office in Plock 09-411, ul. Chemików 7 hereby informs that it is an administrator of personal data provided by the Contractor within the meaning of the Act of 29 August 1997 on Personal Data Protection (Journal of Laws 2002, No. 101, item 926, as amended), processed for the purposes of and in the scope necessary for handling and performance of the Agreement. Provision of personal data is voluntary and connected with conclusion and performance of this Agreement.

The data administrator hereby informs that recipients of personal data of the Contractor may be entities cooperating with Polski Koncern Naftowy ORLEN S.A. in connection with the pursuit of the above purpose. The Contractor shall be entitled to have access to the contents of the Contractor's personal data and to correct them.

Article XXIII: Final Provisions

1. Matters not provided for in the Agreement shall be governed by provisions of the Civil Code and the Construction Law, and any amendment of the Agreement shall require a written annex signed by both Parties under pain of invalidity.
2. Any disputes arising during performance of the Agreement shall be settled at first amicably and, if the Parties fail to reach an agreement, the disputes shall be settled by a common court with territorial jurisdiction over the Ordering Party.
3. The Contractor ensures and guarantees timely performance of works which constitute the Subject Matter of the Agreement also in the case of any change in the ownership or legal status of the Contractor.
4. The Contractor represents that the Contractor is not bankrupt or being wound up, that no reorganisation proceedings have been initiated against the Contractor, and that there is no basis for filling for bankruptcy or liquidation or for initiation of reorganisation proceedings. Simultaneously, the Contractor shall be obliged to notify the Ordering Party if any application for bankruptcy or initiation of reorganisation proceedings is filed against the Contractor - immediately after such a situation occurs.
5. The Ordering Party reserves the right to withdraw from the Agreement if an application for bankruptcy or initiation of reorganisation proceedings is failed against the Contractor. The right of the Ordering Party to withdraw from the Agreement can be exercised by the Ordering Party until the deadline within which the Contractor should have performed works covered by the Subject Matter of the Agreement in accordance with the provisions thereof, i.e. within the deadline specified in the Order, taking into account the provisions of Article III.
6. In order to avoid any doubts, the Parties agree that should any provision of the Agreement become invalid or defective, it shall not affect the other provisions of the Agreement. With regard to provisions which are invalid or which are unenforceable, the Parties shall negotiate in good faith, as far as possible, alternative provisions which will be valid and enforceable and which will reflect the original intentions of the Parties resulting from the Agreement.

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7. The terms and conditions set out in the Order shall prevail over any contrary provisions of these General Terms and Conditions for Performance of Renovation Works.

Appendices constituting integral part of the General Terms and Conditions:

Appendix No. 1 - Register of accidents at work on the premises of PKN ORLEN S.A.

Appendix No. 2 - Register of non-traumatic events;

Appendix No. 2a - Register of accidents / fire hazards on the premises of PKN ORLEN S.A.;

Appendix No. 3 - Declaration on the scope of OHS of a Company commencing works on the premises of PKN ORLEN S.A.

Appendix No. 4 - Procedure in the case of violation by the CONTRACTOR of provisions of the AGREEMENT concerning OHS, fire protection or process security. Schedule of additional contractual penalties. Sample form of a document concerning the additional fine to be charged on the CONTRACTOR;

Appendix No. 5 - Excerpt from the "Instruction on Movement of People at PKN ORLEN SA";

Appendix No. 6 - Sample form of the agreement of ORLEN Ochrona Sp. z o.o. - "Handling the movement of people and materials";

Appendix No. 7 - Guidelines on transfer of waste (scrap) to the MG- 33 Warehouse.

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