



**Appendix 1**  
**to the Detailed Terms and Conditions of the Raw Materials and/or Packagings Purchase Agreement**

**General Terms and Conditions of the Raw Materials and/or Packagings Purchase Agreement  
(the "GTC")**

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## **§ 1.**

### **SUBJECT MATTER OF THE AGREEMENT**

1. The Agreement specifies the rules of sale by the Seller to the Buyer of raw materials and/or packagings (the “Goods”).
2. The subject matter of the Agreement is specified in detail in the Detailed Terms and Conditions of the Agreement (the “DTC”) and in the Appendices to the Agreement.

## **§ 2.**

### **BASIC CONDITIONS FOR THE FULFILLMENT OF THE AGREEMENT OR AN ORDER**

1. The Buyer does not undertake to commission the Seller to sell and deliver any Goods to the Buyer, except for those specified in the Agreement or in an Order.
2. The Seller undertakes to be ready to sell and deliver the Goods to the Buyer during the term of the Agreement.
3. The Agreement does not grant the Seller exclusivity in terms of selling and delivering the Goods to the Buyer and for the Buyer.
4. The Buyer reserves the right to decrease the quantity of the Goods specified in the Agreement or in an Order due to production needs, without additional written arrangements.
5. The Buyer reserves the right to increase the quantity of the Goods specified in the Agreement or in an Order due to production needs, up to 10% of the value of the Agreement or the Order, without additional written arrangements.
6. The Seller shall immediately inform the Buyer about any situation that may affect the timely performance of the Agreement or an Order. However, the above information shall not release the Seller from the obligations set out in the Agreement or the Order.
7. The Seller represents that all of the Goods shall meet the following requirements:
  - a) they shall be brand new, unused and shall have certificates, approvals, attestations, and technical documentation allowing for their use in the Republic of Poland, as required under the applicable legal regulations and the relevant standards;
  - b) they shall bear CE marking where required under the applicable legal regulations;
  - c) they shall be in accordance with the terms of the Agreement or the Order and the technical offer of the Seller, the materials used for their production shall have the relevant quality parameters, and the processing and technical workmanship processes shall meet the required quality standards;
  - d) they shall be marked with the relevant warning, information, and other signs, if required under the relevant legal regulations.
8. The Seller is obliged to obtain the Buyer's prior written consent if he wishes to entrust the performance of the Subject Matter of the Agreement or an Order to a subcontractor.
9. In the event of a delay in the delivery of the Goods, the Buyer shall have the right to perform the Subject of the Agreement or an Order with the assistance of another entity, retaining the claim against the Seller for the payment of liquidated damages and for the redress of the damage caused by the delay. In such a case, the substitute performance shall be at the risk and expense of the Seller and the Buyer shall have the right to charge the Seller with the costs of the substitute performance on the basis of a debit note, payable within thirty (30) days of the date of its receipt by the Seller.

## **§ 3.**

### **PLACING AND ACCEPTANCE OF ORDERS**

1. The basis for the sale of the Goods shall be orders sent by the Buyer to the Seller in an electronic form, to the e-mail address specified in the DTC.
2. Electronic orders shall be placed on behalf of the Buyer by the authorized persons specified in the DTC.
3. In each individual case, the Seller shall confirm the acceptance of the Order for fulfilment, in the form of an e-mail sent within two (2) business days (i.e. from Monday to Friday, excluding public holidays), counting from the day on which the Order is placed by the Buyer.
4. The Order shall specify at least:
  - a) the Buyer's and the Seller's data;

- b) the type and quantity of the Goods;
- c) the net unit price of each of the Goods and the Remuneration for the Goods (the price specified in the Order shall be a flat and fixed price), expressed in PLN or in a foreign currency;
- d) the completion date specified in working days,
- e) the locations to which the Goods are to be delivered;
- f) the rule on the basis of which the delivery is to be made;
- g) the payment deadline.

#### **§ 4.**

##### **PRICES OF THE GOODS AND REMUNERATION**

1. The net price for one (1) piece or unit of measurement of each of the Goods is set out in the **DTC** or in an Appendix to the Agreement.
2. The total price for the sale of all of the Goods covered by the Agreement or an Order shall be either the product of the price for one (1) piece of the Goods and the number of the pieces of Goods or the product of the price for one (1) unit of measurement and the number of units of measurement of the Goods.
3. The price for the delivery of all of the Goods covered by the Agreement or an Order, determined in accordance with § 4.2, above, shall not be increased by any costs incurred by the Seller directly or indirectly in connection with proper performance of the Agreement or the Order.
4. The parties jointly represent that the prices specified in the **DTC** or in an Appendix to the Agreement shall be fixed and valid from the date of Agreement execution, for its entire term.
5. The term "Remuneration," as used in the Agreement, shall mean the total agreed net amount due to the Seller on account of the sale of all of the Goods to the Buyer under the Agreement or an Order.

#### **§ 5.**

##### **DELIVERY PROCEDURE**

1. The Seller shall be responsible for obtaining in his country and in the countries of its subcontractors any and all permits necessary for the export of the Goods from his country, as well as (if necessary) any and all permits for transit through other countries. The Seller shall also obtain, at his own risk and expense, any and all documents applicable to the import of the Goods to the Republic of Poland and shall comply with the obligations resulting from the Polish Law of 9 March 2017 on the System of Monitoring the Road Transport of Goods.
2. The sizes and weights of the packed Goods shall be specified by the Seller and should be appropriate to the branches and means of transport, and should take into account the distance to the place of destination of the Goods and the load capacity and the dimensions of lifting and transport devices at potential transit locations.
3. The Seller shall issue and provide, as part of the Remuneration, all of the shipping documents that are required in international or domestic trade in goods and shall document the origin of the Goods with the legally required certificates.
4. The Seller shall label the deliveries of the Goods in a permanent and legible manner that clearly identifies the given delivery.
5. The Seller shall use a packaging for the Goods that ensures their protection against damage or destruction during loading, transport, possible transshipment, all the way until their unloading at the place of destination.
6. The Seller shall ensure that the packaging, inside and outside labelling, and the shipping documentation strictly meet the detailed requirements laid down in customs and transport regulations along the entire route of transport of the Goods.
7. No later than two (2) days before the agreed date of shipment, the Seller should send to the Buyer a shipping note, providing the following data: the number of the Agreement or the Order, the method and date of shipment, shipping specifications, including the quantity, weight, dimensions, and contents of packagings, and any and all instructions necessary for proper transport and unloading of the Goods.
8. The following documents should be delivered together with the Goods:
  - shipping specifications, including the quantity, weight, dimensions, and contents of the packagings;
  - material attestations and analysis, test, and approval certificates required under the legal regulations in force in the Republic of Poland and in the European Union;
  - a confirmation of the delivery of the Goods;

- instructions regarding correct storage of the Goods;
- a waybill;
- the Polish version of the safety data sheet, in accordance with the REACH Regulation;
- unloading instructions for goods that have special unloading requirements.

Additionally, in the case of import deliveries:

- the original invoice (including the Seller's signature, the customs tariff number, and the country of origin of the Goods);
  - a certificate of origin for the Goods;
- and, for the purposes of fulfilling the obligations resulting from the Polish Law of 13 June 2013 on the Management of Packagings and Packaging Waste:
- specifications of the components of unit and transport packagings (type and weight of packagings).

9. The date of delivery shall mean the date of delivery of the Goods to the Buyer, to the location specified in the Agreement or the Order, and the confirmation of this fact by the Buyer with a document confirming the actual delivery of the Goods (a stock issue confirmation document, a bill of lading, or another equivalent document), subject to § 5.12, below.
10. To be valid, a change of the agreed delivery date shall require prior written consent from the Buyer.
11. Partial deliveries shall require written consent from the Buyer. The Seller shall submit to the Buyer a schedule of such deliveries for approval.
12. The Goods shall not be considered delivered unless all of the documents specified in § 5.8, above, have been provided to the Buyer in such a way that the Buyer can become familiar with their contents.
13. In the case of a delivery of the Goods from the European Union, the Seller shall fulfil all of the requirements resulting from the European Union legal regulations, in particular with respect to INTRASTAT, VAT, and excise duty.
14. In the case of imported Goods, the Seller shall be responsible for ensuring a marketing authorization for the Goods in the customs territory of the European Union, in accordance with the applicable legal regulations, and for presenting the Buyer with documents confirming customs clearance and the payment of customs duty and the import VAT.
15. In the case of a delivery of the Goods as part of intra-Community trilateral deliveries, the Seller shall send the Buyer, before the date of the first delivery of the Goods, information (in writing or electronically, to the address or e-mail address specified in the **DTC**) about the intention to use the simplified VAT settlement procedure.
16. The Seller shall provide the PKWiU codes and/or the CN codes of the Goods. If tax authorities question the classification of the Goods applied by the Seller, the provisions of § 10.13 of the **GTC** shall apply accordingly.
17. In the case of a delivery of the Goods which constitute excise goods under excise duty regulations, the Seller based in the Republic of Poland shall send the Buyer a copy of the AKC-PR document and shall indicate to the Buyer the type of procedure according to which the delivery of the Goods will be carried out.
18. The commercial formula for the deliveries made in order to perform the Agreement or an Order is set out in the **DTC**.

## § 6.

### **ORGANIZATIONAL PROVISIONS, HEALTH AND SAFETY REQUIREMENTS, AND FIRE SAFETY, PROCESS SAFETY, TRANSPORT, AND ENVIRONMENTAL PROTECTION REGULATIONS**

The provisions concerning the health and safety requirements and fire safety, process safety, transport, and environmental protection regulations are contained in the relevant Appendix/Appendices to the Agreement.

## § 7.

### **REACH REQUIREMENTS**

1. The Seller represents that he is aware of the contents of Regulation (EU) No. 1907/2006 – REACH (the “**REACH Regulation**”) and therefore undertakes to deliver to the Buyer only such Goods for which all procedures and requirements resulting from the REACH Regulation have been fulfilled.
2. In addition, the Seller shall provide the Buyer with up-to-date (as to contents and format) safety data sheets referred to in Article 31 of the REACH Regulation and, where necessary, also with exposure scenarios for the identified uses specified by the recipient. In addition, the Seller shall guarantee compliance of the marking

elements on the label of the unit packagings of the Goods with the labelling elements provided in the safety data sheet. Both the safety data sheet and the label on the unit packagings of the Goods, as resulting from the REACH Regulation, shall be in Polish. The Seller also undertakes to provide the Buyer with information on the current status of the substances contained in the delivered Goods in relation to the provisions of Articles 57–59 of the REACH Regulation and about every significant change in this respect.

## **§ 8.**

### **REQUIREMENTS FOR HAZARDOUS GOODS WITH RESPECT TO ROAD TRANSPORT (ADR) AND RAIL TRANSPORT (RID)**

If the Goods are classified as hazardous goods under the Polish Law of 19 August 2011 on the Transport of Hazardous Goods, the transport of these Goods should comply with all of the requirements of that Law, including but not limited to those resulting from the obligations of a sender, packer, shipper, and filler of hazardous goods, as specified in the said Law.

## **§ 9.**

### **ACCEPTANCE OF THE GOODS AND COMPLAINTS**

1. The Goods should be inspected by the Buyer immediately upon receipt, unless, due to the intended use of the Goods and the need to store them in the packaging, the inspection will be carried out at a later date.
2. The Goods shall be accepted by signing the document referred to in § 5.9 of the **GTC**.
3. Within fourteen (14) days of the date of delivery, the Buyer shall have the right to make a quantitative and/or qualitative complaint to the Seller, subject to the Buyer's rights under § 14 of the **GTC**. Damage to the packaging shall be confirmed by the carrier and by the Client in the waybill.
4. The complaint shall be made in writing, electronically (by e-mail), or by fax, to the addresses specified in the **DTC**.
5. The Seller shall examine the complaint referred to in § 9.3, above, within three (3) business days of it being made.
6. The Seller shall incur all of the costs related to examining the complaint concerning the Goods.
7. If the Seller does not meet the deadline for examining the complaint, as specified in § 9.5, above, the Buyer shall have the right to remove qualitative defects and/or quantitative shortages with the assistance of another entity. In such a case, the substitute performance shall be at the risk and expense of the Seller and the Buyer shall have the right to charge the Seller with the costs of the substitute performance on the basis of a debit note, payable within thirty (30) days of the date of its receipt by the Seller.

## **§ 10.**

### **INVOICING**

1. In the case of a sale of the Goods, the basis for the Seller to issue invoices shall be a document of handing over the Goods produced in accordance with the Agreement, as referred to in § 5.9 of the **GTC**.
2. The original invoice—along with a copy the document of handing over the Goods referred to in § 5.9 of the **GTC**—shall be submitted or sent by post to the following address: ORLEN Centrum Usług Korporacyjnych Sp. z o.o., ul. Łukasiewicza 39, 09-400 Płock, with a note reading “FAKTURA” [invoice] on the envelope.
3. The invoice shall specify:
  - the quantity of the Goods, as well as the net and gross unit prices of the individual Goods. Each item of Goods under the Agreement or an Order should be specified in the invoice in the same way as in the Agreement or the Order;
  - the name/description of the Goods or a reference to the relevant items of the specifications attached to the invoice;
  - the Agreement number indicated by the Buyer and/or the Buyer's Order number;
  - the total net amount of the invoice, the payment deadline, and the relevant VAT;
  - the tax identification numbers of the Buyer and the Seller;
  - in the case of deliveries from the European Union—the correct and valid VAT identification number of the

- Seller (the VAT-EU number);
  - the PKWiU/CN codes of the Goods;
  - data identifying the recipient of the invoice on the Buyer's side, i.e. the name or symbol of the Buyer's organizational entity and the name of the person making the given purchase;
  - information concerning an advance payment, stating the amount of the advance payment cleared against the invoice and the amount remaining to be settled;
  - a mention of the prohibition of assigning claims without the consent of the Buyer that is provided for in the Agreement or information about the assignment with respect to which the Buyer has expressed consent;
  - additional data resulting from the contents of the Agreement or an Order;
- and shall be compliant—as at the date of issuing the invoice—with the legal regulations governing taxation with the value added tax.
4. The invoice should be:
    - printed in the form of a one-sided document and on paper, preferably white;
    - filled out, if possible, with typescript, not handwritten;
    - printed legibly and clearly (appropriate font size, good ink quality).
  5. The Buyer represents that he is an active VAT payer, his NIP (tax identification number) being 888-000-49-38.
  6. The Seller represents that he is an active VAT payer, his NIP (tax identification number) being as specified at the beginning of the Agreement. The Seller shall inform the Buyer about every change of his taxpayer's status, and in particular about having been removed from the register of VAT payers, within three (3) days of the Seller being removed from the register of VAT payers. Invoices issued after the Seller has been removed from the register of VAT payers shall be corrected in terms of the VAT and the VAT paid shall be returned to the Buyer within thirty (30) days of the date of the Seller being removed from the register of VAT payers.
  7. The Buyer represents that he is a registered VAT payer active with respect to intra-community transactions and has been assigned the tax identification number PL8880004938.
  8. The Seller represents that he is a registered VAT payer active with respect to intra-community transactions and has been assigned the tax identification number specified at the beginning of the Agreement. In each individual case, the Seller shall specify his VAT-EU number in the Agreement, in an Order, and in an invoice.
  9. If this is required under the applicable legal regulations, a Seller based in the Republic of Poland shall add the value added tax (VAT) in the invoices issued by him. A Seller based outside of the Republic of Poland shall not charge his domestic value added tax or any other tax of a similar nature.
  10. If legal regulations require the Seller to state in the invoice documenting the delivery of the Goods that the split payment mechanism has been used, the Seller shall be responsible for making the relevant note in the invoice. If elements required under legal regulations are not included in the invoice, resulting in sanctions being imposed on the Buyer, the Buyer shall have the right to claim from the Seller a reimbursement of the sanctions he has paid.
  11. The Buyer hereby authorizes the Seller to issue invoices without the Buyer's signature.
  12. By issuing an invoice, the Seller represents that according to tax regulations, he has the right to issue invoices.
  13. If the Seller is a domestic entity, the Seller guarantees and shall be responsible for the correctness of the VAT rates applied, which means that if tax authorities question the Buyer's right to deduct the tax because, in accordance with legal regulations, the transaction was not subject to taxation or was exempt from taxation, the Seller, at the Buyer's written request and by the date specified in that request, shall make the relevant correction of the invoice and shall return the resulting difference to the Buyer within thirty (30) days of the date of delivery of the request. If the Seller refuses to issue a corrective invoice, the Seller agrees to reimburse the Buyer for the amount of the VAT questioned by tax authorities; the reimbursement shall take place on the basis of an accounting note issued by the Buyer, within thirty (30) days of the date of its delivery to the Seller. In each of the above cases, the Seller shall also reimburse the Buyer for the equivalent of the sanctions, interest, penalties, and other charges additionally incurred by the Buyer or imposed by tax authorities, and the reimbursement shall be made in the manner described in the preceding sentence.
  14. The Seller shall archive copies of invoices confirming completed deliveries, which are the basis for the Buyer to reduce the output VAT by the amount of the VAT charged on the purchase of the Goods. If the above requirement is not complied with or if the copy of the invoice archived by the Seller is incorrect for formal, legal, or material reasons, the Seller shall compensate the Buyer for the damage resulting from the determination of the tax obligation, including the sanctions and the interest imposed on the Buyer by tax authorities, in the amounts resulting from the decisions of tax authorities.

15. The invoice may be delivered to the Buyer via electronic means. The possibility of sending invoices by electronic means shall be available once the "Agreement on sending invoices in an electronic form" has been signed by persons authorized to represent the Parties (the Agreement and the instructions constitute an **Appendix** to the Agreement).

## § 11. PAYMENTS

1. The Remuneration, increased by the VAT, shall be payable by bank transfer to the Seller's bank account specified in the **DTC**, by the deadline specified in the **DTC**. If the payment deadline for an invoice falls on a Saturday or a public holiday, the payment shall be made on the first business day following such a day. The day of payment shall be the day of debiting the Buyer's bank account. The Buyer shall cover the costs of the bank transfer he is charged with by his bank and the remaining costs of the bank transfer shall be incurred by the Seller.
2. If the Seller is obliged to add the VAT to the Remuneration, the payment of the Remuneration, increased by VAT, shall be made using the split payment mechanism referred to in the Polish Law of 11 March 2004 on the Value Added Tax, exclusively to the bank account number indicated by the Seller in the **DTC**, which shall be included on the list of active value added tax payers that is maintained by the relevant administrative authority (hereinafter referred to as the "List"). This shall apply both to bank accounts maintained in PLN and to bank accounts maintained in foreign currencies.
3. The Buyer shall have the right to suspend the payment of the Remuneration and the VAT to the Seller, due to the Seller's fault, if he is unable to make the payment in accordance with § 11.2, above:
  - a) of the Remuneration—in the List does not include the bank account number specified by the Seller and/or
  - b) of the VAT—if the Seller fails to specify a PLN bank account number for the purpose of VAT payment that is included on the List (this applies to cases where the Seller specifies a foreign currency bank account for the payment of the Remuneration).
4. In the situation referred to in § 11.3 above, the payment of the Remuneration and the VAT shall be made no later than within 7 business days of (respectively):
  - a) in the case referred to § 11.3.a, above—the day following the day on which the Seller provides the Buyer with information about his bank account number being added to the List and/or
  - b) in the case referred to in § 11.3.b, above—the day following the day on which the Seller indicates to the Buyer the number of a bank account in PLN that is included on the List.
5. The Parties agree that the occurrence of the circumstances referred to in § 11.3, above, shall release the Buyer from the obligation to pay statutory interest for delay with respect to the period between the payment deadline specified in the Agreement and the date of the Buyer making the payment to the Seller, as referred to in § 11.4, above.
6. If the Seller delivers an invoice/corrective invoice that does not contain the details specified in § 10.3 of the **GTC** and/or without the documents required under the Agreement and/or that has been issued by the Seller in violation of the currently applicable legal regulations, the Buyer shall suspend the payment of the Remuneration. The payment shall be made within seven (7) days of the date of delivery to the Buyer of the invoice/corrective invoice containing the data specified in § 10.3 of the **GTC** and/or supplemented with missing documents and/or issued in accordance with the current legal regulations, but not earlier than on the day specified in the preceding paragraph and without the need to pay statutory interest for late payment.
7. In the complaint referred to in § 9 of the **GTC** is made, the invoice payment deadline shall be counted from the moment of removal of the inconsistencies.
8. If the Remuneration for a domestic Seller is determined in a currency other than the PLN, the amount to be paid shall be the PLN equivalent of the foreign currency amount, as converted by applying the average exchange rate published by the National Bank of Poland for this currency on the day of delivery of the Goods, to be increased by the VAT (the exchange rate and the reference number of the table should be stated in the invoice).
9. The Seller shall not assign the claims arising under the Agreement to a third party without prior written consent from the Buyer.

## **§ 12.**

### **INTELLECTUAL PROPERTY RIGHTS**

1. The Seller guarantees that there are no existing patents or other industrial property rights, copyrights and other related rights, and know-how of third parties that could be infringed by the Buyer as a result of using or making dispositions with respect to the purchased Goods.
2. The Seller hereby undertakes to indemnify the Buyer against liability if any third party makes any allegations or reservations to the Buyer in connection with a violation of the said rights and shall pay any and all potential costs (including legal fees) and damages awarded to the detriment of the Buyer, provided that the Buyer immediately informs the Seller about such claims and allegations and that the Seller has the opportunity and the right to clarify, at his expense, the claims and allegations and to defend himself or control the defence against potential third party claims.

## **§ 13.**

### **FORCE MAJEURE**

1. Neither of the Parties shall be liable for non-performance or improper performance of the Agreement or an Order and for any damage caused by Force Majeure.
2. Force Majeure shall be considered to mean any and all external events that cannot be foreseen at the time of executing the Agreement or placing the Order and which are beyond the control of the Parties, including but not limited to military operations, acts of terror, riots, natural disasters, accidents, decisions of state authorities, as well as any and all other random event causing chemical or radioactive contamination or poisoning of people, real property, or movables.
3. For the avoidance of doubt, the Parties confirm that the changes of the economic and business situation on the domestic or EU market or changes of the financial standing of the Party shall not constitute Force Majeure within the meaning of this § 13. A strike may be considered Force Majeure only if it is of a national or regional reach or covers the entire branch of industry, and in any case only if it has been declared by a national trade union.
4. The Party that is unable to perform its obligations due to Force Majeure shall:
  - a) immediately, but not later than within seven (7) days of the occurrence of Force Majeure, notify the other Party in writing, to the addresses specified in the **DTC**;
  - b) provide credible evidence of the above. The Party affected by Force Majeure shall prove that Force Majeure has affected the performance of its obligations under the Agreement or an Order. Occurrence of Force Majeure shall be proven by means of a certificate issued by the relevant local institution, the information published by mass media, or the relevant documentation confirming that Force Majeure has occurred.
5. Failure to comply with the requirements of § 13.4, above, shall result in the loss of the right to invoke the occurrence of Force Majeure.

## **§ 14.**

### **QUALITY GUARANTEE**

1. The Seller guarantees that the Goods delivered under the Agreement or an Order shall comply with the specifications and any other requirements under the Agreement or an Order, and that they shall be new, unused, of good quality, suitable and fit for the purpose specified in the Agreement or the Order, manufactured properly and using the right material, free from defects, and that they shall meet the technological requirements specified in the Agreement or the Order.
2. The Seller guarantees that the Goods shall be manufactured in accordance with the legal regulations in force in the Republic of Poland, including health and safety regulations, Technical Supervision Office/Pressure Equipment Directive regulations, and other applicable regulations (e.g. standards).
3. Unless otherwise stated in the Agreement or an Order, the guarantee shall be valid for twelve (12) months from the date of delivery of the Goods. If the terms of the guarantee granted by the manufacturer of the Goods provide for a longer guarantee period than this guarantee provided by the Seller, the guarantee period shall be equal to the manufacturer's guarantee period.
4. For the purposes of the Agreement, it shall be deemed that a defect has occurred for a reason inherent in



- the Goods. The burden of proof that this was not the case shall rest with the Seller.
5. The Buyer shall report a defect in the Goods immediately after discovering the defect in the Goods. The defect shall be report by the Buyer in writing, electronically (by e-mail), or by fax, to the addresses specified in the **DTC**.
  6. The Seller, at his own expense, including the costs of travel and accommodation of the Seller's specialists and the costs of delivery of the replaced Goods, shall replace the Goods immediately, but not later than within 14 days of the reporting of the defect, unless the Parties agree in writing on a different deadline for the removal of the defect.
  7. If an inspection by the Seller is necessary before the Seller takes action in order to replace the Goods, the Seller shall carry out the inspection at his own expense, as soon as possible, but not later than within three (3) business days of the reporting of the defects and after informing the Buyer in writing, electronically (by e-mail), or by fax, to the addresses specified in the **DTC**.
  8. If a defect regarding the quality of the Goods reported by the Buyer is not recognized by the Seller, the results of an analyses of the Goods carried out by an independent third party selected by the Parties shall be binding and final. The Buyer shall bear the costs of such analyses only if his reporting of the defect turns out to be unfounded.
  9. In the event that the Seller fails to meet the deadline for replacing the Goods, as specified in § 14.6, above, the Buyer shall also have the right to replace the Goods on his own or with the assistance of another entity if the replacement is necessary to avoid further damage or has to be carried out immediately for another important reason. In such a case, the substitute performance shall be at the risk and expense of the Seller and the Buyer shall have the right to charge the Seller with the costs of the substitute performance on the basis of a debit note, payable within thirty (30) days of the date of its receipt by the Seller.
  10. The Seller's guarantee concerning the Goods that have been replaced in accordance with this § 14 shall be extended for a further twelve (12) months, counting from the date of replacement.
  11. The guarantee shall not exclude the Buyer's rights under statutory warranty for physical or legal defects of the Goods.
  12. The representations contained in this § 14 shall be deemed to be tantamount to issuing a guarantee document and concern the quality of the Goods. The rights resulting from the quality guarantee granted by the Seller may be exercised by the Buyer on the basis of the Agreement, without having to present any other guarantee documents.

## **§ 15. INSURANCE**

1. The Seller shall obtain and maintain, at his own expense and for the term of the Agreement, civil liability insurance (tort and contract liability), extended to include additional clauses to the extent covering the risk of damage arising in connection with the performance of the Agreement.
2. Additionally, if the Subject Matter of the Agreement is raw materials, the Seller shall extend the scope of insurance referred to in § 15.1 to include product liability.
3. The fact of holding the civil liability insurance referred to above shall be confirmed by the Seller by providing the Buyer with a copy of the policy confirming the scope of protection required by the Buyer, together with the terms and conditions of insurance or a certificate produced by the insurance company that issued the policy, not later than on the day of execution of this Agreement or, should this be impossible, not later than before starting the performance of the Subject Matter of the Agreement.
4. If the performance of the Subject of the Agreement is commissioned by the Seller in full or in part to his subcontractors, the policy referred to above shall be extended to include at least the civil liability clause covering the damage caused by subcontractors, with the insurer's liability limit for one and all events being at least 100% of the guarantee sum.
5. The scope of the policy and the sum insured shall be specified in detail in the **DTC**.
6. The Seller represents that if the policy expires before the completion of the performance of the Subject Matter of the Agreement, the policy shall be renewed on at least the same terms and conditions. In such a case, the Seller shall provide the Buyer with a copy of the policy confirming the scope of protection required by the Buyer, together with the terms and conditions of insurance or a certificate produced by the insurance company that issued the policy, not later than within three (3) business days of the date of renewal of the policy.

## **§ 16.**

### **CONFIDENTIALITY AND PERSONAL DATA**

1. The Seller hereby agrees for the Buyer to share a copy of the Agreement or an Order, including the Appendices and the documents confirming their performance, with an insurance broker and/or an insurance company for the purpose of performance of the rights and obligations resulting from the insurance agreements executed by the Buyer, as well as for the Buyer to share the copies or originals of the said documents or the information contained in them with the members of the ORLEN Capital Group.
2. The Seller undertakes to keep confidential any and all information received in connection with the execution and performance of the Agreement, including the provisions of the Agreement, and not to use such information for purposes other than the performance of the Agreement, as well as not to make it available to third parties without prior written consent from the Buyer. The obligation to keep the information confidential shall remain in force for the term of this Agreement and for 3 years after its termination, expiry, or cancellation of legal effects.
3. If the Buyer needs to provide the Seller with information that constitutes a Trade Secret of ANWIL S.A. or a Company Secret of ANWIL S.A., understood to mean a type of a Trade Secret subject to special protection, the "Information protection" Appendix shall apply.
4. If it is necessary for the Buyer to provide the Seller with personal data, as defined in the currently applicable personal data protection regulations, the Parties, prior to the provision of this information, shall execute a separate agreement specifying the rules of processing and protection of this data.
5. The Seller shall fulfil, on behalf of the Buyer as a data controller, as defined in the currently applicable personal data protection regulations, immediately, but not later than within 30 (thirty) days of the day of execution of this Agreement with the Buyer, the obligation to inform vis-a-vis the natural persons employed by the Seller or cooperating with the Seller on the execution or performance of this Agreement, including the members of the Seller's bodies, the holders of procuration, and the attorneys-in-fact representing the Buyer, regardless of the legal basis for this cooperation, whose personal data has been provided to the Seller by the Buyer in connection with the execution or performance of this Agreement. The obligation referred to in the preceding sentence should be fulfilled by providing these persons with the data privacy notice constituting an Appendix to the Agreement, at the same time complying with the principle of accountability.

## **§ 17.**

### **EXTERNAL COMMUNICATION**

1. The Seller undertakes to obtain the Buyer's prior written consent to include the Buyer's company name, trademark, or another protected marking of the Buyer on his website, in his list of business partners, or in his brochures, advertisements, and any and all other advertising and marketing materials. In such a case, the Seller shall submit to the Buyer, together with the request for consent, a draft of the materials in which such data would be included.
2. The Seller also undertakes to obtain the Buyer's prior written consent to share any of the information regarding the Agreement with mass media, such as the press, radio, TV, or the Internet. In such a case, the Seller shall submit to the Buyer, together with the request for consent, the information that would be published in mass media.
3. The obligation to obtain the consent, as referred to in §§ 17.1 and 17.2 above, shall not apply:
  - a) in the case of the Seller using the reference letters obtained from the Buyer, exclusively with respect to the Seller submitting reference letters together with an offer made by him to an individually designated addressee;
  - b) in the case of the Seller being a public company that complies with its obligations to inform resulting from the legal regulations applicable to such companies.

## **§ 18.**

### **LIABILITY AND LIQUIDATED DAMAGES**

1. The Seller undertakes to release the Buyer from the obligation to carry out any performance for the benefit of a third party on account of any damage to persons, property, or the natural environment caused by the Goods or in connection with their use due to defects in the Goods.

2. In the event of a delay in the delivery of the Goods, the Buyer shall have the right to charge the Seller with liquidated damages of 0.3% of the Remuneration for each of the first ten (10) days of the delay. For each subsequent day of delay, counting from the eleventh (11th) day, the liquidated damages shall be 0.5% of the Remuneration for each day of the delay.
3. If the Seller entrusts the performance of the Subject Matter of the Agreement or an Order to a third party without prior written consent from the Buyer, the Buyer shall have the right to charge the Seller with liquidated damages of 20% of the Remuneration.
4. If the Seller fails to replace defective Goods by the deadline specified in § 14.6 of the **GTC** or by another deadline agreed by the Parties, the Buyer shall have the right to charge the Seller with liquidated damages of 0.3% of the Remuneration for each day of the delay.
5. If the Seller violates the confidentiality rules specified in "Information protection" Appendix, if that Appendix is applicable, the Buyer shall have the right to charge the Seller with liquidated damages in the amount specified in the **DTC**.
6. In the event of non-performance or improper performance by the Seller of the obligations specified in § 17 of the **GTC**, the Buyer shall have the right to charge liquidated damages of PLN 100,000 (one hundred thousand zloty and 00/100) for each violation.
7. In the event of a violation of health and safety requirements or regulations and fire safety, process safety, transport, and environmental protection regulations, the Buyer shall have the right to charge the Seller with liquidated damages for each documented and disclosed case of a violation of legal regulations, in accordance with the "Tariff of financial penalties" that is a part of the "Guidelines for drivers entering the ANWIL S.A. protected area."
8. In the event of the Buyer's withdrawal from the Agreement or an Order due to the Seller's fault, the Buyer shall have the right to charge the Seller with liquidated damages of 20% of the Remuneration.
9. The Buyer shall have the right to claim from the Seller the payment of the liquidated damages referred to in § 18.8 also after the Agreement or an Order has expired as a result of the Buyer making a representation on withdrawal.
10. The Buyer reserves the right to claim supplementary compensation in excess of the amount of the stipulated liquidated damages, in accordance with the general rules laid down in the Polish Civil Code.
11. The Seller shall not set off his receivables under the Agreement without their prior recognition by the Buyer. The Buyer shall have the right to set off his receivables under the Agreement, including the liquidated damages charged by him, against the receivables of the Seller, including in the case where the Buyer's receivables to be set off are not yet due or possible to contest.
12. For the avoidance of doubt, the Parties hereby confirm that the Buyer shall have the right to claim from the Seller the payment of the liquidated damages specified in this § 18 also if the Buyer has not suffered any damage. The Seller represents that the liquidated damages specified in the **GTC** are not grossly excessive.
13. The payment of the accrued liquidated damages shall be made on the basis of debit notes with a payment deadline of seven days from date of delivery of the note to the Party.
14. In the event of a breach of the provisions of the REACH Regulation, the Seller additionally undertakes to redress the damage suffered by the Buyer as a result of such a breach, and the Buyer shall have the right to:
  - a) return, at the expense of the Seller, Goods that do not meet the requirements laid down in the REACH Regulation;
  - b) encumber the Seller with the obligation to reimburse all of the expenses, costs, fines, penalties, and other pecuniary performances imposed on the Buyer by the relevant authorities as a result of a violation by the Seller of the provisions of the REACH Regulation;
  - c) demand that the Seller redresses any and all other damage incurred by the Buyer in connection with the Seller's failure to comply with the provisions of the REACH Regulation.

## § 19.

### WITHDRAWAL FROM THE AGREEMENT OR AN ORDER

1. The withdrawal by the Party from the Agreement or an Order should be made in writing, stating the reason for the withdrawal. On the day on which the representation on withdrawal from the Agreement or an Order becomes effective (the "**Day of Withdrawal**"), the rights and obligations of the Parties resulting from the Agreement or the Order shall expire, except for the rights and obligations with respect to which the Agreement stipulates that

they shall remain in force irrespective of withdrawal from the Agreement or the Order, and subject to the following provisions:

- a) the Seller shall immediately suspend the performance of the Agreement or the Order;
  - b) the Seller shall provide the Buyer with the documents related to the part of the Subject Matter of the Agreement or Order completed by the Day of Withdrawal;
  - c) on the Day of Withdrawal, the Seller, to the extent corresponding to the completed part of the Agreement or the Order, shall transfer to the Buyer all of the rights that, under the Agreement, the Buyer would have with respect to this part of the Subject Matter of the Agreement or the Order if the Agreement or Order was completed without a withdrawal, including but not limited to the right of ownership of the delivered Goods;
  - d) the Seller shall grant a quality guarantee for the delivered Goods, for the period specified in § 14.3 of the **GTC**, with the rules laid down in § 14 of the **GTC** applying accordingly. The guarantee period shall commence on the Day of Withdrawal, unless the Parties agree in writing on a different date;
  - e) the Buyer shall pay the Seller only for the Goods delivered prior to the Day of Withdrawal and covered by the guarantee period referred to in § 19.1.d, above.
2. Under the contractual right of withdrawal, the Buyer shall have the right to withdraw from the Agreement or an Order if at least one of the following circumstances occurs:
- a) the Seller has violated his material obligations under the Agreement or an Order and the action or omission on the part of the Seller has not been cured by the deadline specified in the Buyer's request sent to the Seller;
  - b) the Seller has failed to perform the Subject Matter of the Agreement or an Order in accordance with the Agreement or the Order and/or performs it defectively, in spite of the lapse of the deadline set by the Buyer for changing the manner of performing the Subject Matter of the Agreement or the Order;
  - c) the Seller has lost the ability to perform the Subject Matter of the Agreement or an Order;
  - d) the Seller is late with the performance of the Subject Matter of the Agreement or an Order or any of its stages, as specified in the Agreement or the Order;
  - e) a resolution on the liquidation of the Seller has been adopted;
  - f) the performance of the Agreement or an Order or a part of it has been entrusted by the Seller to a third party in violation of the Agreement and, in spite of the Buyer having requested the Seller to cure the violation, the Seller has acted contrary to the Buyer's request;
  - g) the Seller has failed to comply with the health and safety and/or fire safety regulations in force on the Buyer's premises and/or with other internal regulations in force on the Buyer's premises which he was obliged to comply with, and the Seller's action or omission has not been cured by the date agreed by the Parties.
3. The Buyer shall have the right to withdraw from the Agreement or an Order, at his own discretion, with respect to the entire Agreement or the Order or with respect to the part of the the Agreement or the Order the reason for withdrawal concerns.
4. The Buyer's above right to withdraw from the Agreement or the Order may be exercised by the Buyer by the forty-fifth (45th) day, counting from the day on which the Seller should have completed the performance of the Subject Matter of the Agreement or the Order, as specified in the Agreement or the Order, but not later than within three (3) months of the day on which the Buyer learned about the circumstances constituting a reason for withdrawal.

## **§ 20.**

### **TERMINATION OF THE AGREEMENT**

1. The agreement may be terminated by either of the Parties with a notice period of two months or at any time, by mutual agreement of the Parties.
2. If at least one of the circumstances specified in § 19.2 of the **GTC** occurs, the Buyer shall have the right to terminate the Agreement with immediate effect.
3. The Orders whose implementation date falls within the period after the expiry of the Agreement or its termination with immediate effect shall be fulfilled on the terms specified in the Agreement or in the Orders, unless the Parties agree otherwise in writing.

**§ 21.**  
**FINAL PROVISIONS**

1. The Seller represent that:
  - a) his economic and financial standing ensures the performance of his obligations under the Agreement or the Orders;
  - b) he has the necessary knowledge, experience, and technical potential and has human resources capable of performing the Subject Matter of the Agreement or the Orders.
2. The Buyer represents that his economic and financial standing ensures the performance of his obligations under the Agreement or the Orders.
3. Acting on the basis of Article 4c of the Polish Law of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, the Buyer represents that he has the status of a large enterprise.
4. During the performance of the Agreement or the Orders, the Parties shall immediately notify each other in writing of any obstacles to the performance of their mutual obligations.
5. The Agreement shall be governed by the laws of Poland.
6. The provisions of the Polish Civil Code and other generally applicable legal regulations shall apply to the matters not regulated in the Agreement..
7. Any and all amendments and supplements to the Agreement shall be null and void unless made in writing, unless the Agreement provides otherwise.
8. Any and all disputes arising during the performance of the Agreement shall be resolved first through negotiations intended to reach a settlement and then, should this prove impossible within 45 days of the occurrence of the dispute, before the common court having jurisdiction over the registered office of the Buyer.
9. The parties shall inform each other about the change of their addresses, telephone numbers, and e-mail addresses. If any of the Parties fails to comply with this obligation, correspondence sent to the address provided in the **DTC** shall be deemed to have been delivered.
10. Any and all notifications shall be made in the form and to the addresses specified in the **DTC**, unless the Agreement provides otherwise.
11. For the avoidance of doubt, the Parties agree that if any of the provisions of the Agreement turns out to be invalid or has another legal defect, this shall not affect the other provisions of the Agreement. In relation to provisions that are invalid or which prove to be unenforceable, the Parties will negotiate in good faith, as far as possible, alternative provisions that will be valid and enforceable and reflect the original intentions of the Parties under the Agreement.
12. The Agreement terminates and supersedes any and all other existing written or verbal arrangements between the Parties, agreements, and memorandums of association that are within the scope of the Agreement.
13. The terms and conditions of sale of the Goods specified in the Agreement shall also apply to sales made to all of the members of the ORLEN Capital Group; however, the members of the ORLEN Capital Group shall execute a separate agreement with the Seller. The Buyer shall not be liable for any of the obligations contracted by the members of the ORLEN Capital Group in connection with the performance of the Agreement.
14. Termination of the Agreement by one of the members of the ORLEN Capital Group or by the Seller shall produce results exclusively between that member of the ORLEN Capital Group and the Seller.
15. This Agreement has been executed in two (2) identical counterparts, one (1) for each of the Parties.