

____ **FRAMEWORK CONTRACT NO.** ____
____, Juodeikiai village, Mažeikiai district

1. **Seller:** _____.

2. **Buyer:** AB ORLEN Lietuva, legal entity code 166451720, with its registered office at Mažeikių St. 75, Juodeikiai Village, LT-89453 Mažeikiai Distr. Municipality, Lithuania, represented by the General Director _____ and Member of the Board of Directors _____ acting in accordance with the Articles of Association of the Company (hereinafter - the **Buyer**).

3. Product and its Quality:

3.1. Product – paraffinic diesel fuel from hydrotreatment (hereinafter – HVO), CN - 2710 1943. In case of **2G HVO Product** shall be produced from raw materials specified in Annex IX of the Directive 2018/2001/EU of the European Parliament and of the Council and/or national list of feedstocks suitable for production of advanced and/or double-counted biofuels (if applicable).

3.2. Product, with additives under the applicable quality requirements defined in LST EN 15940 standard and related legal acts, must meet the quality and specifications laid down in Annex 1 to the **Contract** and the sustainability criteria for biofuels and greenhouse gas (hereafter - **GHG**) emission savings laid down in Directive 2018/2001/EU of the European Parliament and of the Council, the Law of the Republic of Lithuania on Energy from Renewable Sources and other legislation of the European Union and the Republic of Lithuania.

3.3. **Product type** – the specific type of paraffinic diesel specified in the **Buyer's** Schedule:

HVO Class A - high cetane paraffinic diesel fuel;

HVO Class B – normal cetane paraffinic diesel fuel.

3.4. The **Product** produced from feedstocks for which a significant expansion of the production area into land with high-carbon stock is established according to delegated regulation 2019/807 (as amended) shall not be accepted.

3.5. The **Product** produced from feedstock of Russian and Belarusian origin is forbidden.

4. Quality Guarantees:

4.1. The **Seller** shall warrant that:

4.1.1. The **Product** meets the **Quality Requirements** as well as other requirements of the relevant legislation applicable on the date of each delivery in the territory of the Republic of Lithuania or other state in case of deliveries to other companies directly or indirectly controlled by ORLEN S.A. (hereinafter – **ORLEN CG companies**). The **Parties** agree that the **Product** is deemed compliant with the **Quality Requirements** established in the **Contract** if its quality values determined in accordance with the procedures laid down herein meet all quality parameters set in the **Contract**, including the precision of test method.

4.1.2. The **Product** complies with the sustainability criteria and **GHG** emission savings set forth in the relevant legislation of the European Union and the Republic of Lithuania. The **Seller** shall provide the relevant supporting documents in this relation as set forth by the legislative requirements of the EU and the Republic of Lithuania and the respective voluntary scheme under which the **Seller** has been certified.

4.1.3. The **Seller** holds a valid certificate issued under the voluntary scheme recognized by the European Commission to prove compliance with the sustainability criteria and **GHG** emission savings laid down in Directive 2018/2001/EU of the European Parliament and of the Council. When the certificate approaches its expiry, the **Seller** shall conduct certification and send a copy of new certificate to the **Buyer** as soon as possible but always before the expiry of the valid certificate. Moreover, the **Seller** is obliged to send a copy of the certificate in case of any changes in its validity period, scope of certification, etc. as well as immediately notify the **Buyer** if the **Seller** is no longer the holder of such certificate.

4.1.4. The **Product** has not been previously included in the **National Indicative Target/Obligatory**

Blending pool concerning biofuel/bio-component content in the fuel applied by the Member States of the European Union. In case of any changes in the provisions governing the quality of bio-components and/or biofuels, the Seller shall deliver the Product in accordance with latest valid regulations from the moment of their entry into force.

4.1.5. The **Product** (substances on their own or in preparations) has been registered in accordance with the relevant registration procedure described in **REACH** with such registration made by the **Seller** itself, its sole representative, producer or importer being an actor in the supply chain. The **Seller** shall provide the **Buyer** with the information proving that the substances supplied hereunder have been registered in accordance with **REACH** by the **Seller** itself, its sole representative, producer or importer being an actor in the supply chain. Moreover, the Seller confirms that uses of the chemical substances indicated by the **Buyer** to the **Seller** will be included among the uses identified in the registration dossier submitted to the **European Chemicals Agency**.

4.1.6. In case of any changes in the quality or legal requirements applicable in Lithuania and/or the European Union, the **Seller** shall immediately inform the **Buyer** thereof and shall start supplying the Product in accordance with the new requirements from the moment of their entry into force.

4.1.7. Unless otherwise established in the **Commercial Agreement**, the following additives will be added to the **Product** during its production:

4.1.7.1. _____;

4.1.7.2. _____.

4.1.8. In case of **2G HVO** the **Product** is produced from raw materials specified in **Annex IX** of the **Directive 2018/2001/EU** of the European Parliament and of the Council and national list of feedstocks suitable for production of advanced and/or double-counted biofuels (if applicable).

4.2. **Parties** agree to follow the guidance and requirements of the European Commission, ISCC and the respective voluntary scheme under which the **Seller** has been certified, with regards to provision of relevant data to the **Union database for biofuels and bioliquids (UDB)**.

4.3. In case of changes in the legal provisions governing the rated values of **GHG** emissions applicable to biocomponents and/or biofuels or specific requirements for classification of some certain feedstock as waste/residue or byproduct the **Parties** shall make every effort to reach an agreement reflecting such changes. If the delivered **Product** meets the new requirements (as evidenced by Proof on Compliance with Sustainability Requirements), the **Seller** shall continue the delivery of the **Product** under the **Contract**. In case the delivered **Product** does not meet the new requirements, the **Seller** shall make every effort to ensure that the **Product** meets such requirements. In such case the **Parties** shall have the right to renegotiate the terms and conditions of the **Contract**. If the **Parties** fail to agree on the new terms and conditions of this **Contract** within 30 business days, the **Buyer** shall be entitled to unilaterally terminate the **Contract** upon prior 7 days' notice to the **Seller**.

4.4. At the **Buyer's** written request provided by electronic mail, the **Seller** shall enable the **Buyer** to verify the **Seller's** production and loading facilities on a date proposed by the **Seller**, which should be no later than 2 (two) weeks following the receipt of the verification request. The **Buyer** shall specify the subject-matter and scope of verification, the required documents, the **Seller's** representatives that will attend the verification and the expected duration of the verification, provided that its subject-matter includes only areas closely linked with the performance of this **Contract**. The **Buyer** reserves the right to outsource external consultancy companies.

4.5. Before the **first delivery of the Product**, the **Seller** shall inform the **Buyer** about the manufacturer of the **Product** and the used additives (indicate the name of additive and its concentration in the **Product**) agreeing on the usage of such additives with the **Buyer** in writing. In case the **Seller** needs to change any additive or if the **Product** manufacturer changes, this must be agreed with the **Buyer** at least 2 months prior to the delivery of the **Product** with new additives. For the sake of clarity the **Parties** agree that the **Buyer's** failure to provide its agreement or disagreement with the changes shall not constitute its consent to accept the **Product** produced by another manufacturer. In the event of failure by the **Seller** to agree with the **Buyer** on the new additive or manufacturer, this shall be considered the material breach of the **Contract** and the **Buyer** shall be entitled not to accept such **Product**. In such case the **Buyer** shall be entitled to unilaterally terminate

the **Contract** by 7 (seven) days' prior notice to the **Seller**.

4.6. In case the **Buyer** determines that the additives blended into the **Product** by the **Seller** are incompatible with the additives used by the **Buyer**, the **Buyer** shall be entitled to instruct the **Seller** to use special additives or stop using certain additives contained in the **Product**, i.e. use or not use depressants.

5. Quantity:

5.1. Total quantity of the **Product** to be delivered by the **Seller** to the **Buyer** hereunder shall be indicated in a relevant **Commercial Agreement** and broken down into months in the Provisional Schedule attached to a specific Commercial Agreement.

5.2. Actual quantity of the **Product** batch delivered to the discharge port may vary from quantity indicated in Bill of Lading by +/-0,5 % due to logistics reasons, handling, transportation of the **Product**, etc.

6. Duty status: T2

7. Delivery:

7.1. If not otherwise defined by the **Parties** in a relevant **Commercial Agreement**, CIF (INCOTERMS 2020) one safe port / one safe berth Klaipėda and/or FOB [●] (INCOTERMS 2020), as a **Buyer's** option, if information is sent by email to the **Seller** 1 month in advance. If there is no information 1 month in advance, CIF delivery is required.

7.2. In case of CIF (INCOTERMS 2020) basis:

7.2.1. In case of CIF (INCOTERMS 2020) basis one safe port / one safe berth Klaipėda, in cargo lots of 3900 +/-10% metric tons (in vacuum) each at **Buyer's** option, **max - 5000 cbm**. Exact quantity to be delivered shall be declared by **Buyer** to **Seller** not later than 3 (three) calendar days before the first day of the laydays. Latest by the 20th of the month prior to delivery month (M-1) **Buyer** shall nominate a 5 day discharge window for delivery month (M). Latest 10 days prior the first day of the indicative discharge date window **Buyer** shall narrow window to a 2 days discharge window, which will be indicated in Discharge instructions. **Seller's** nominated vessel to be acceptable to **Buyer** and discharge terminal, such acceptance not to be unreasonably withheld. Options available as per Charter Party cost, terms and conditions.

7.2.2. The **Buyer** shall give full written Discharge instructions for the nominated discharge port to the **Seller** at least 5 days prior to the vessel's ETA at the discharge port.

7.2.3. All charges at the discharge port, other than those defined by Worldscale as being for ship owners' account, (including the expense if any, of shifting berth at the discharge port, unless such shift shall be for the vessels' purposes), shall be paid by **Buyer**.

7.2.4. Documents. In each specific case of the **Product** delivery the **Seller** shall provide a set of documents indicated in discharge instruction and provided by **Buyer**, including: Bill of lading (original); Original certificate(s) of Quantity and Quality; administrative document for movement of excise goods (e-AD); Certificate of origin of the Product (p. 21.6); other documents required by legal regulations or by the **Buyer**; Original certificate of insurance.

7.3. In case of FOB (INCOTERMS 2020), [●] basis:

7.3.1. In case of FOB (INCOTERMS 2020), [●] basis one safe port / one safe berth [●], in cargo lots of 3900 +/-10% (at **Buyer's** option) mts (in vacuum), **max - 5000 cbm**. Exact quantity to be delivered shall be declared by **Buyer** to **Seller** not later than 3 (three) calendar days before first day of the laydays. Latest by the 20th of the month prior to loading month (M-1) **Buyer** shall nominate a 5 day loading window for delivery month (M). Latest 10 days prior the first day of the indicative loading date window **Buyer** shall narrow window to 3 days of laydays, which will be indicated in Loading instructions. **Buyer's** nominated vessel to be acceptable to **Seller** and loading terminal, such acceptance not to be unreasonably withheld. Options available as per Charter Party cost, terms and conditions.

7.3.2. The **Product** shall be supplied by **Seller** to **Buyer**, free of expense, in bulk free on board vessel

provided or procured by Buyer at loading port.

7.3.3. The **Buyer** shall give full written Loading instructions for the nominated loading port to the **Seller** at least 5 days prior to the vessel's ETA at the loading port.

7.3.4. In case of shifting/deviation to additional ports, the **Seller** shall be liable for all additional costs incurred by **Buyer** at loading port, included but not limited to any shifting, deviation, additional port calls, including port costs and transit costs, including bunker consumption to such additional ports, additional laytime, inspection, additional war risk premiums and any other costs stipulated in WorldScale and the Charterparty that are for Charterers' account ("Other Costs").

7.3.5. Documents. In each specific case of the **Product** delivery the **Seller** shall provide a set of documents indicated in the documentary and loading instructions provided by **Buyer**, including: Bill of lading (original); Original certificate(s) of Quantity and Quality; administrative document for movement of excise goods (e-AD); Certificate of origin of the Product (p. 21.6); other documents required by legal regulations or by the **Buyer**.

7.3.6. The **Seller** shall at all material times and at no expense to the **Buyer** provide and maintain or cause to be provided and maintained in good working order all necessary tankage, lines, connections and other tankage facilities necessary for the Loading of the **Buyer's** Vessel.

7.3.7. The **Seller** agrees to sell the **Product** to ORLEN S.A. and ORLEN CG companies. In case the **Seller** concludes a separate contract with ORLEN CG companies, with its terms and conditions equivalent to the terms and conditions of this **Contract**, the obligations assumed by the **Buyer** to the **Seller** hereunder shall be reduced accordingly, if not otherwise agreed by the **Parties**.

8. Price:

8.1. The price per one metric ton (in vacuum) of the **Product** (Product type) shall be determined in a relevant **Commercial Agreement**. Unless otherwise provided for in the **Commercial Agreement**, the price shall be set in USD on the basis of the pricing formula agreed by the Parties and indicated in such **Commercial Agreement**. The **Product** price shall include all and any costs of the **Seller** as well as all taxes and/or charges associated with the **Product** sale and delivery to the **Buyer**.

8.2. The final price per one metric ton (in vacuum) of the **Product** shall be rounded to two decimal places.

9. Payment:

9.1. The amount of VAT invoice for the **Product** batch shall be based on the price indicated in the **Commercial Agreement** and the quantity in metric tons (in vacuum) as indicated in Bill of Lading. The **Seller** shall indicate in a relevant VAT invoice the price of the delivered **Product** per metric ton (in vacuum), excl. VAT. The price established in accordance with the **Commercial Agreement** shall be increased by the value-added tax (VAT) at the rate prescribed by the applicable legislation.

9.2. The **Buyer** shall effect payments in USD by bank transfer within the period specified in the **Commercial Agreement**.

9.3. In case of necessity to issue a corrective VAT invoice the payment shall be made within 21 (twenty one) calendar days from the date of a corrective VAT invoice. The due date under a corrective VAT invoice cannot precede the payment term of the initial VAT invoice, which is subject to correction.

9.4. If payment due date falls on a Saturday or New York bank holiday other than a Monday, payment will be effected on the preceding New York banking day. If payment due date falls on a Sunday or New York bank holiday on Monday, payment to be effected on the first following New York banking day.

9.5. The payment is deemed to be made after the due amount is debited against the **Buyer's** bank account.

9.6. Bank charges and commissions at **Seller's** bank to be for **Seller's** account and those at **Buyer's** bank shall be for **Buyer's** account.

9.7. In the event that payment(s) is not received on the due date, the Owing party is to pay to the Owed party interest at the rate of 0.02% of any unpaid amount per each day for the whole period of delay. Such interest to be paid within 7 (seven) calendar days after the date of relevant invoice issuance.

9.8. The **Parties** also have the right to make settlements under this and any other mutual **contracts**

(agreements) by way of counter claim set-off. Such settlement shall be agreed upon by e-mail and executed by the contact person making reciprocal offsets, as specified in the **contract**.

10. Nomination of Vessel:

10.1. In case of **CIF** (INCOTERMS 2020) basis **Seller** shall nominate the performing vessel 3 (three) working days prior to the first day of laydays at loadport.

Notice of nomination shall be given in writing and shall include following:

- Vessel's name
- registration number / imo number
- 3 last cargoes
- loading laycan
- quantity and name of goods
- loadport / destination
- laytime
- demurrage rate
- Q88

10.2 In case of **FOB** (INCOTERMS 2020) basis the **Buyer** shall at least 3 (three) full Lithuanian working days before the first day of the laydays notify the **Seller** by e-mail of the name and summer deadweight tonnage of the vessel to be used and the estimated date of that vessel's arrival at the loading port, and shall provide the **Seller** with any other vessel details necessary for the purpose of implementing the **Contract**. The **Seller** shall give notice accepting or rejecting any vessel nomination within 1 (one) Lithuanian working day after receipt of such nomination, but shall not reject any such nomination unreasonably. In case of rejection, the **Buyer** shall, as soon as possible, nominate to the **Seller** an alternative vessel for **Seller's** prompt acceptance or rejection, and, in the case of the latter, the **Parties** shall negotiate a mutually acceptable nomination.

Notice of nomination shall be given in writing and shall include following:

- Vessel's name
- registration number / imo number
- 3 last cargoes
- loading laydays
- quantity and name of goods
- loadport / destination
- laytime
- demurrage rate
- Q88"

11. Laytime:

11.1. In case of **CIF** (INCOTERMS 2020) basis time allowed for the discharge is 21 hours + 6 hours after valid Notice of Readiness (NOR) tendered SHINC.

The vessel shall tender NOR to the discharge port and to the **Buyer** upon arrival at the discharge port or customary anchorage or other waiting area or, in the event of lightering operations, such other place.

For the purposes of computing laytime and demurrage, time shall commence 6 hours after NOR has been tendered or when the vessel is all fast alongside the berth, whichever is the earlier and shall cease when hoses are disconnected.

11.2. In case of **FOB** (INCOTERMS 2020) basis time allowed for the loading is 21 hours + 6 hours after valid Notice of Readiness (NOR) tendered SHINC.

Laytime starts at NOR+6 or „All fast" whichever occurs earlier. Laytime terminated upon hoses disconnections.

If Charterers permit the vessel to tender NOR and berth prior to commencement of laydays, all time from berthing until commencement of laydays to be credited to Charterers against laytime and/or time on demurrage.

All other laytime and demurrage provisions shall be in accordance with the governing Charterparty terms and conditions and overriding any terms in this agreement.

12. Demurrage:

12.1. In case of **CIF** (INCOTERMS 2020) basis:

12.1.1. Demurrage as per governing charter party (c/p) rate and calculated according to the BP General Terms & Conditions for Sales and Purchases of Crude Oil and Petroleum Products, 2015 edition (1.2 version).

12.1.2. **Seller's** demurrage claim shall be sent within ninety (90) days from the date of discharge and shall be supported with the relevant documents supporting the claim. Any claim received after such time or received without any supporting documents will be considered as time barred.

12.1.3. The **Buyer's** demurrage claims to be submitted to the Seller within 90 (ninety) calendar days after loading is completed (hoses disconnected). Demurrage claims to be submitted with proper supporting documentation including certificate of valid Notice of Readiness (NOR), c/p or fixture recap, all letters of protest (LOP), Statement of Facts (SOF), copy of performing ship owner's respective demurrage invoice and copies of the documents proving that demurrage has actually incurred and suffered by the **Buyer**. Any claim received after such time or received without any of aforementioned supporting documents will be considered as time barred.

12.2. In case of **FOB** (INCOTERMS 2020) basis:

12.2.1. The demurrage rate shall be per Charterparty rate of the performing vessel (per Day/pro rata). All laytime and demurrage terms and conditions shall be in accordance with the governing Charterparty terms and conditions and overriding any terms in this agreement.

12.2.2. The **Buyer's** demurrage claims to be submitted to the Seller within 90 (ninety) calendar days after loading is completed (hoses disconnected) and shall be supported with the relevant documents supporting the claim. Any claim received after such time or received without any supporting documents will be considered as time barred.

12.3 Demurrage Claims if any to be considered within 3 (three) calendar weeks from the date of a fully documented claim. If there is no reply within the above stated period of time the claim is regarded as accepted. Claims cannot be rejected unreasonably. Payment of agreed claims shall be made within 7 calendar days following agreement of the amount due. All other issues pursuant to the governing Charterparty terms and conditions.

13. Claims/complaints and liability:

13.1. All Claims and complaints (hereinafter - "claims") if any (other than claims for demurrage, a deficiency in the quantity or variation of quality of **Product** delivered and/or taxes) must be presented to the other Party within one (1) year of the B/L date relating to such delivery (such date to count as day zero (0)).

13.2. Any claim in respect of deficiency of variation in the quality and quantity of **Product** delivered must be notified in writing to **Seller** within 45 (forty five) calendar days after the Bill of Lading date relating to such delivery (such date to count as day zero (0)) and accompanied by complete evidence fully supporting the claim.

13.3. All claims must be submitted in written form accompanied by evidence fully supporting the claim.

13.4. The date of post stamp on the envelope in the country of **Seller** and/or the date of e-mail notification to be considered as the date of claim. If a **Party** fails to present a claim within the agreed period, the claim automatically shall be considered as time-barred, null and void.

13.5. The total liability of the Buyer under or in connection with the Contract shall in no event exceed an amount equal to the price paid or agreed to be paid by Buyer for the Product under the Contract as to which the claim is made.

13.6. Claims if any to be considered within 35 (thirty five) calendar days from the date of claim. If there is no reply within the above stated period of time the claim is regarded as accepted. Claims cannot

be rejected unreasonably. When claim is accepted a **Party** in fault shall cover value of the claim within 7 (seven) calendar days from the date of the claim's settlement.

14. Liability for Non-Performance or Inadequate Performance of the Contract

14.1. The **Parties** shall perform this **Contract** according to the terms and procedure established herein. The **Parties** shall be entitled to claim damages, and costs that exceed the amount of liquidated damages (default interest and/or other compensations) paid, i.e. if any losses suffered by the **Party** as a result of the other **Party's** non-compliance with the terms and conditions of this **Contract** exceed the value of the liquidated damages established herein, the affected **Party** shall have the right to claim compensation under general procedure as well as demand the other **Party** for performance of other obligations.

14.2. In case of failure by the **Seller** to deliver the **Product** with the terms of Laycan (3 days loading or discharge window), with no written agreement made by the **Parties** in this regard, the **Buyer** shall have the right to claim from the **Seller** payment of liquidated damages.

14.3. In case of failure by the **Seller** to deliver the total quantity or a certain part of the **Product** specified in Loading or Discharge instructions, with no written agreement made between the **Parties** in this regard, the **Seller** shall pay to **Buyer** liquidated damages in the amount of 20% from the net value of the non-delivered **Product**. Payment of such liquidated damages shall deprive the **Seller** from the right to claim liquidated damages referred to in Par. 14.2 above.

14.4. Non-delivery of the **Product** or any part thereof by the **Seller** shall be deemed to be the failure to deliver, in a relevant calendar month, the quantity of the **Product** specified in Loading or Discharge instructions.

Non-delivery shall also be deemed in the cases when the **Seller** fails to submit the **Buyer**, under the terms and procedure established in the **Contract** (p. 21.7), with the Proof on Compliance with Sustainability Requirements.

14.5. In case of failure by the **Seller** to submit the Proof on Compliance with Sustainability Requirements on the terms and in accordance with the procedure established herein (21.7), the **Buyer** has the right to claim the **Seller** to pay liquidated damages of EUR 500 for each calendar day of delay per each non-presented Proof on Compliance with Sustainability Requirements.

14.6. Any losses incurred by the **Buyer** by reason of the **Seller's** failure to meet the legislative requirements governing the trade and Production of biofuels (if applicable) or the **Seller's** failure to supply the **Product** that meets the requirements of the **Contract**, shall be compensated by the **Seller**, including inter alia payment of penalties imposed by competent authorities as a result of the breach of the legislative requirements by the **Seller** (e.g., sanctions applied against the **Buyer** for acquiring **Products** from **Seller** having no license required to sell the **Product**).

14.7. In case of non-compliance of the delivered **Product** with the Quality Requirements or other quality guarantees made by the **Seller**, or the sustainability or greenhouse gas emissions saving criteria, the **Seller** shall pay the **Buyer** the liquidated damages equal to 15% of the value of off-spec **Product** as well as compensate the **Buyer** for its direct, reasonable and documented losses and/or costs to the extent not covered by the liquidated damages.

14.8. If sustainability documents provide that the delivered **Product** was made on the basis of the feedstocks other than prescribed by the **Contract**, the **Seller** shall pay to the **Buyer** liquidated damages equal to 25% of the net value of such delivered **Product** as well as compensate the **Buyer** for its direct, reasonable and documented losses and/or costs to the extent not covered by the liquidated damages.

14.9. The **Seller** shall immediately inform the **Buyer** on expiry or termination of the **Seller's** certificate proving compliance of the **Product** sold by the **Seller** with the sustainability requirements. In the event of expiry of the **Seller's** certificate, the **Seller** shall not be entitled to supply the **Product** to the **Buyer**, while the **Buyer** shall have the right to unilaterally terminate the Contract by giving a 7 (seven) calendar days' prior written notice to the **Seller**. In such case the **Seller** shall compensate the **Buyer** for all and any direct, reasonable and documented losses and/or costs incurred in this

relation.

14.10. If failure by the **Seller** to perform or inadequate performance of its obligations under this **Contract** has (or may have) material effect on the **Buyer**, the **Buyer** shall be entitled to conclude at its own discretion a **Substitute Contract** (a **contract** concluded between the Buyer and a third party as a result of the **Seller's** failure to perform or improper performance of all or some of its contractual obligations, hereinafter – **Substitute Contract**). In case of conclusion of a **Substitute Contract**, the **Seller** shall reimburse the **Buyer** for all its losses associated with the conclusion of **Substitute Contract**.

14.11. The **Seller** shall compensate the **Buyer** for its direct, reasonable and documented losses arising from the environmental damage, subject to **Buyer** providing **Seller** with documents evidencing such environmental damage and its losses suffered, if such damage occurs through the fault of the **Seller** or third persons outsourced by the **Seller**.

14.12. In the event of any breach of the provisions of the **REACH** Regulation, subject to **Buyer** providing **Seller** with documents evidencing **Seller's** breach of such **REACH** Regulation provisions, the **Seller** shall compensate the **Buyer** for any direct, reasonable and documented damage incurred in this relation, and the **Buyer** shall have the right to:

14.12.1. Return, at the **Seller's** expense, the **Products** that do not meet the requirements of the Regulation; and/or

14.12.2. Request the **Seller** for refund of the price paid plus statutory interest accrued from the day when the **Buyer** has paid for the **Product** which is non-compliant with the aforementioned Regulation until the day when the **Seller** refunded the payment to the **Buyer**; and/or

14.12.3. Request the **Seller** to refund any direct, reasonable and documented expenses, costs, fines, penalties or other charges imposed on the **Buyer** by competent authorities, subject to **Buyer** providing **Seller** with such documented evidence of such charges imposed by the competent authorities, as a result of the **Seller's** breach of the **REACH** Regulation; and/or

14.12.4. Request the **Seller** to compensate the **Buyer** for any other damages incurred by reason of the **Seller's** breach of the provisions of **REACH** Regulation.

14.13. The liability of the **Parties** for non-performance or inadequate performance of their contractual obligations shall survive the expiry of this **Contract**.

14.14. The **Parties** shall be entitled to charge liquidated damages (default interest and/or other compensations) also after the expiry or termination of the **Contract**.

14.15. Liquidated damages shall be paid by the **Party** so owing as invoiced by the **Party** so owed within 14 (fourteen) calendar days from the day of a relevant VAT invoice receipt.

15. Determination of quantity and quality:

15.1. Quantity (in metric tons in vacuum) - shall be determined by and in accordance with the standard practice of the loading terminal. Such determination shall be witnessed and/or certified by a first class independent inspector mutually agreed between the **Seller** and the **Buyer**. Such determination shall be set out in the Bill(s) of Lading.

15.2. Quality - based on shore tank composite sample as ascertained at loadport by mutually agreed a first-class independent inspector and set out in the certificate(s) of quality, which should be submitted to the **Buyer** before vessel loading.

15.3. Independent inspector's results shall be final and binding on both **Parties** save fraud or manifest error.

15.4. Inspection costs at loadport to be split equally between **Seller** and **Buy**.

15.5 The **Buyer** keeps right to nominate first class independent inspectors for Quantity and Quality determination in disport. The results of such inspection shall set out in a Certificate of Quantity and in a Certificate of Quality.

16. Risk and Property:

Title and risks in the **Product** supplied under the terms of the **Contract** shall pass to **Buyer** at the loading port as the **Product** passes the loading vessel's permanent hose connection.

17. REACH registration:

17.1. **Seller** warrants herein that **Product** complies with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, establishing a European Chemicals Agency and any implementing regulations adopted thereunder (hereinafter - **REACH** Regulation, as amended), accordingly the **Seller** hereby warrants that it has at its own cost registered, as may be required by **REACH** Regulation, **Product** on their own or in preparations (or will cause its suppliers to do so).

17.2. The **Seller** also warrants that it shall provide a copy of a **REACH** Regulation compliant up-to-date Safety Data Sheet (hereinafter - "SDS") including but not limited to including accurate **Product** identification by chemical abstract services number/s (hereinafter - "CAS number/s"), EINECS and/or ELINCS numbers, **REACH** registration numbers and any other appropriate identifiers (hereinafter collectively "Substance Identification") for the **Product** to be delivered.

17.3. The **Seller** shall hold harmless and shall indemnify the **Buyer** for any direct and duly documented costs and/or damages actually incurred to the **Buyer** arising out of **Seller's** (or his suppliers') non-compliance with **REACH** Regulation including but not limited to its failure to register the **Product** as and when required, and/or to supply an accurate and up-to-date SDS. This provision prevails over any potential disclaimers contained in the SDS themselves.

17.4. The **Seller** shall provide the **Buyer** with the **Product** SDS in Lithuanian language 10 (ten) calendar days before the delivery of the Product.

18. Force Majeure:

18.1. The **Parties** shall not be liable for non-performance of the **Contract**, either in full or part, if failure to perform or inadequate performance results from Force Majeure circumstances.

18.2. Force Majeure circumstances shall mean circumstances beyond control of the **Parties** which could not be predicted or avoided at the time of the **Contract** conclusion, including:

- (i) wars (whether declared or not), civil war, riots, uprisings, piracy and sabotage;
- (ii) acts of God such as heavy storms, cyclones, earthquakes, tidal waves, floods, lightning strokes;
- (iii) explosions, fires, landslides, failures in plants and installations, machines or other equipment in such plants and/or associated facilities of infrastructure or logistics, and/or other accidents in plants (production installations) and facilities of infrastructure or logistics;
- (iv) boycotts, strikes and lockouts of all kinds, slowdowns resulting from strikes, occupation of factories, premises, machines or any kind of installations of such factories and/or associated infrastructure or logistic facilities, as well boycotts, strikes and lock-outs of all kinds, go-slows resulting from strikes, occupation of railway infrastructure, and work stoppages which occur in the enterprise of the **Party** seeking relief, provided that if the settlement of a labour strike or lockout or any other kind of labour dispute is not within the reasonable control of the **Party** affected by it, such **Party** will not be obliged to settle a strike, lockout, or other labour dispute on terms contrary to its interests;
- (v) any actions (in the form of bans, market regulation or any other economic measures which did not exist at the time of the **Contract** conclusion) (except for the changes in the provisions regulating trade in bio components) by Lithuanian and foreign national and local authorities (such as state, public administration authorities or other national or international bodies or organizations, in particular that of EU and UN).

18.3. The **Parties** agree that any failure by the them to hold or obtain permits, approvals and/or licenses from state authorities and/or other institutions, as well as inability to receive feedstock or components for obtaining the **Product**, inter alia interruptions in supply of feedstock or **Product** from any of the sources, or inability to obtain **Products** for the causes being beyond the **Seller's** control, shall not be considered Force Majeure. Lack of financial resources by either **Party** shall not be considered as Force Majeure.

18.4. The **Party** claiming Force Majeure event or events shall:

- (i) immediately notify the other **Party** thereof in writing no later than within 7 (seven) calendar days

from the moment of the Force Majeure inception, indicating the nature and expected duration of Force Majeure;

(ii) present proper evidence of the existence of Force Majeure. The **Parties** agree that a certificate issued by a relevant Chamber of Commerce, Industry and Crafts, or similar institution may be a sufficient proof of the Force Majeure existence.

18.5. Failure to comply with the obligation defined in Item 8.4 above shall deprive the affected **Party** of the right to refer to Force Majeure in case of non-performance or inadequate performance of its contractual obligations, and shall be subject to the obligation for the affected **Party** to compensate all losses of the other **Party**.

19. Applicable law and jurisdiction:

19.1. The construction, validity and performance of the **Contract** shall be governed by English law, to the exclusion of its conflict of law rules, and English law shall be used for interpreting the **Contract** and for resolving all claims or disputes arising out of or in connection with the **Contract**. The United Nations Convention on **Contracts** for the International Sale of Goods (1980) shall not apply.

19.2. If the dispute is not resolved by negotiation within 30 (thirty) days if notification of the dispute being given by one **Party** to the other, the dispute shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference into this Clause. The tribunal shall consist of 3 (three) arbitrators; each **Party** shall nominate one arbitrator and the nominated arbitrators shall select the third arbitrator. The place of arbitration shall be London. The language of arbitration shall be English. The arbitration award shall be final without appeal to the courts.

19.3. Notwithstanding mentioned above, the **Parties** agree that where the amount in dispute between them is US\$100,000 or less (excluding interest and costs) then the dispute shall be referred to a sole arbitrator and the arbitration shall be conducted in accordance with the London Maritime Arbitrators' Association ("LMAA") Small Claims Procedure current at the time when the claiming **Party** commences arbitration proceedings.

20. VAT and other taxes, duties etc.:

20.1. The **Seller** shall indicate in a relevant VAT invoice the price of the delivered **Product** per metric ton (in vacuum), excl. VAT. The price established in accordance with Commercial Agreement shall be increased by the value-added tax (VAT) at the rate prescribed by the applicable legislation.

20.2. The amount indicated in the invoice issued by the **Seller** to the **Buyer** for the **Product** batch delivered to and accepted by the **Buyer** shall be converted from USD to EUR in accordance with USD/EUR exchange rate announced by the Bank of Lithuania on the Product delivery date indicated in the Bill of Lading (i.e. following the provisions of Par. 3(1) and Par. 4(2) of Art. 5 of the Accounting Law of the Republic of Lithuania).

20.3. The **Seller** shall submit a correct VAT invoice within one business day after delivery month.

20.4. The **Seller** shall immediately notify the **Buyer** in writing of any changes in its bank details.

20.5. The **Buyer** shall be entitled to withhold the amounts invoiced by and payable to the **Seller** in case of the **Seller's** failure to perform or improper performance of this **Contract**, including deduction of any contractual penalties (default interest and/or penalties) together with statutory interest, thus decreasing the amount payable to the **Seller**. Notice on all deductions so made shall be given by the **Buyer** to the **Seller** by email.

20.6. The **Buyer** shall have the right to withhold the amounts payable to the **Seller** under the **Contract** if quality deficiencies are determined in the **Product** already delivered or if the **Seller** fails to perform or improperly performs any other contractual obligations as well as the right to withhold the amount that is disputed. In this case, the **Seller** shall only be paid the undisputed portion of the outstanding invoiced amounts. Such withholding of amounts payable to the **Seller** shall not be considered improper fulfillment of the **Buyer's** obligation to pay for the **Product** delivered and shall not be subject to charging of any default interest or penalties.

20.7. The **Parties** represent that they are registered taxable persons for the purpose of taxable

supplies and confirm that they are not subject to any bankruptcy proceedings.

The **Buyer** represents that its taxpayer's number is 166451720, VAT number is LT664517219, and Tax Warehouse number is LT0A01470215S.

Discharging terminal details:

PC KN ENERGIES, Burių g.19, Klaipėda,
Tax Warehouse No. LT0A08890366S,
Warehouse Keeper No. LT0000000366K.

The **Seller** represents that its VAT number is _____,

Loading terminal details:

_____,
Tax Warehouse No. _____,
Warehouse Keeper No. _____.

20.8. In case of **CIF** (INCOTERMS 2020) basis the **Seller** shall be responsible for paying all taxes, duties or other charges payable at the shipping terminal and associated with the sale of the **Product** and its delivery to the destination indicated by the **Buyer**. If the **Product** is delivered from an EU tax warehouse, the **Seller** shall also be responsible for paying the excise duty imposed on shortages above the allowable limits.

In case of **FOB** (INCOTERMS 2020) basis the **Seller** shall be responsible for paying all taxes, duties or other charges payable at the loading terminal and associated with the sale of the **Product** to the **Buyer**. The **product** should be free of any taxes/duties/charges when crossing the ship's rail at loading port.

20.9. The **Seller** confirms that the **Product** delivered to the **Buyer** is in free circulation within the European Union and that all taxes, duties and levies have been paid.

Furthermore, the provisions of the EU VAT Directive 2006/112/EC (VAT Directive) and the Law on Value Added Tax of Republic of Lithuania (VAT Law) shall apply to this **Contract**. The **Seller** undertakes to act properly, in line with the requirements of the mentioned legislation, and duly issue VAT invoices taking into account the actual situation of the supply of the **Product**, i.e. whether it is the intra-community supply from an EU Member State to Lithuania (which is subject to 0% VAT), or the local supply within the territory of Republic of Lithuania (which is subject to standard 21% VAT). The **Seller** shall indemnify the **Buyer** for all duly documented costs, damages, penalties, interest, etc., incurred by the **Buyer** as a result of the **Seller's** failure to comply with the requirements set forth herein.

20.10. The **Seller** shall indicate reference number of this **Contract** in VAT invoices. This information is necessary for the **Buyer**.

20.11. The **Party**, issuing VAT invoices to the other **Party**, shall issue such VAT invoices in electronic format and email them to the indicated addresses, whereas such VAT invoices shall be considered original.

The **Buyer's** address for the delivery of electronic VAT invoices: feedstock@orlenlietuva.lt.

In case of any changes in the address for VAT invoice delivery, the **Parties** shall notify each other thereof within 3 (three) business days after such changes at the latest.

The **Parties** confirm that they handle the invoices in a due manner as prescribed by the relevant laws, and will guarantee the authenticity, integrity and legibility of the contents of invoices.

It is suggested that VAT invoices be printed on one side of the page.

20.12. Without the prior written consent of the other **Party**, which consent shall not be unreasonably withheld, neither **Party** may assign its rights or obligations under this agreement in full or in part, except that the **Seller** or its assigns may without such consent assign all or any part of their rights to receive and obtain payment under the contract in order to facilitate collateral security or bank funding arrangements. Any such assignment will not diminish or amend the **Seller's** obligations under this

Contract.**21. Miscellaneous:**

21.1. Entire agreement. This **Contract** shall be the operative instrument and contains the entire agreement between the **Parties** with respect to the subject matter hereof and supersedes all prior proposals, negotiations and representations in connection therewith.

21.2. Modification. No amendments, additions, or alterations may be made to the terms and conditions of this **Contract** without prior written agreement of **Seller** and **Buyer**.

21.3. General terms. BP General Terms & Conditions for Sales and Purchases of Crude Oil and Petroleum Products, 2015 edition (1.2 version) shall apply to this Contract so far as it is not inconsistent or not in contradiction with the terms herein.

All terms and conditions of the governing Charter Party to be incorporated into this contract. In the event of conflict or inconsistency between the provisions of this Contract, GT&C and the terms and conditions of the Charter Party of the performing vessel, the Charter Party terms and conditions to prevail.

21.4. Incoterms. The definition of CIF and/or FOB Incoterms 2020 shall apply to this Contract so far as it is not inconsistent or not in contradiction with the terms herein.

21.5. Severability. Should any provision of this **Contract** be or become invalid, illegal or otherwise unenforceable, in whole or in part, the remainder of this **Contract** (and of such provision) shall not be affected except to the extent necessary to delete such invalid, illegal or unenforceable provision (or part thereof).

21.6. **Seller** is obliged to provide a Certificate of origin of the **Product** or **Seller's** declaration, issued on the basis of Commission delegated Regulation (EU) 2015/2446 of 28 July 2015 and Commission implementing Regulation (EU) 2015/2447 of 24 November 2015 with the indicated country of origin of the **Product**.

21.7. The **Seller** shall submit to the **Buyer** a copy of certificate confirming compliance with sustainability and greenhouse gas emissions saving criteria under requirements of respective voluntary scheme.

21.8. No later than 15 calendar days after Bill of Lading date, the **Seller** shall submit to the **Buyer** the Proof on Compliance with Sustainability Requirements.

21.9. In case of **CIF** (INCOTERMS 2020) basis the **Seller** shall insure the cargo with first class western insurers for 110 pct of the CIF value against all risk as per the institute cargo clauses 'A' dtd 1.1.2009 plus institute war clause (cargo) dtd 1.1.2009 and institute strikes clauses (cargo) dtd 1.1.2009, including the risks of leakage and/or shortage howsoever arising, subject to an excess of 0.50 percent trade ullage on whole shipment including the risk of contamination howsoever arising irrespective of percentage. Such insurance shall operate from shore tank at the loading port to shore tank at the discharge port. The benefit of the insurance shall pass to **Buyer** upon the passing of title and risk of the **Product** to **Buyer** as described in this **Contract**.

21.10. The **Parties** represent that they have the right and licenses, if required, to carry out the activities related to the performance of the obligations hereunder. The **Parties** furthermore represent that they are legally operating, whereas the **Contract** has been duly executed and validly signed by their authorized persons.

21.11. The **Seller** hereby represents that it holds a valid license to engage in wholesale of bulk petroleum Products in the Republic of Lithuania.

21.12. The **Seller** represents that it holds a valid certificate proving that the **Product** sold by the **Seller** complies with the sustainability requirements (such certificate shall be issued under ISCC or any other voluntary scheme which is acknowledged by the European Commission for proving compliance with the sustainability criteria and **GHG** emission savings laid down in Directive 2018/2001/EU). In case of supply of biofuels which meet requirements established in the Directive 2018/2001/EU Annex IX National legal acts should be complied with regards to waste/residue status.

21.13. The **Seller** represents that the substances (**Product**) delivered under the **Contract**, whether on their own or in preparations, have been registered in accordance with the applicable procedure established in **REACH** Regulation, with such registration made by the **Seller** or its sole

representative, producer, or importer being the preceding links of the supply chain. The **Seller** shall present information to the **Buyer** that the substances delivered hereunder have been registered in accordance with **REACH** Regulation by the **Seller** itself or its sole representative, producer or importer being the preceding links of the supply chain. Furthermore, the **Seller** represents and warrants that the uses of substances intended by the **Buyer** will be included among identified uses mentioned in the registration documents submitted to the European Chemicals Agency.

21.14. The **Parties** represent that the execution and delivery of this **Contract** has not contravened any articles of association (rules, provisions etc.), decisions and orders of public authorities, legal acts (both local and individual), transactions, court decisions, etc.

21.15. The **Parties** represent and warrant that they are solvent, and no bankruptcy proceedings or out-of-court bankruptcy procedures are pending or threatened, and no property disputes are initiated against them, their bank accounts and/or property are free and clear of any encumbrances that might materially affect the performance of the **Contract**, and the **Parties** are not aware of any circumstances that might impair their future abilities to fulfill the obligations under the **Contract**, and the **Parties** will be able to duly execute the **Contract**.

21.16. The **Seller** hereby represents and warrants that it is the legal owner of and has full title to the **Product**, and its right to dispose of the **Product** is free and clear of any encumbrances, whereas the **Product** is not subject to any mortgage, pledge or seizure, or any legal dispute, arbitration or similar, and no third **Party** has any rights or claims with respect to the **Product**. The **Seller** undertakes to hold the **Buyer** harmless against any charges or demands brought by third **Parties** in relation to the aforementioned rights and pay all the resulting costs (including lawyer's fees, penalties, etc.) incurred by the **Buyer**.

21.17. The **Seller** represents and warrants to the **Buyer** that it will not supply the **Buyer** with the **Product** from countries under export or import embargo.

21.18. Confidentiality.

21.18.1. The **Parties** shall make available to each other all and any information (either verbal, or written, or expressed in any other form, if made available visually or by means of technical devices), which is necessary for proper performance of the obligations assumed by the **Parties** hereunder (hereinafter – the Confidential Information). The Confidential Information shall include any written and / or verbal information related, either directly or indirectly, to the **Parties**, other companies within the **Parties'** groups, or their counterparties which is made available by the **Parties** to each other either directly or indirectly or otherwise obtained while performing hereunder. The Confidential Information shall be intended for and may be used solely in the interests of the **Parties**. The **Parties** acknowledge that the Confidential Information made available to them hereunder is confidential, unless expressly provided otherwise herein.

21.18.2. Nondisclosure obligations shall not apply to the **Parties** provided that:

- (i) The Confidential Information is in the public domain or has entered the public domain by ways other than unauthorized disclosure or breach of this **Contract**;
- (ii) The Confidential Information was obtained from a third **party** without any breach of nondisclosure commitments;
- (iii) The **Parties** notify each other in writing that particular information is no longer deemed confidential.
- (iv) The Confidential Information has been independently developed by the respective **Party** without the use of any Confidential Information obtained from the other **Party**.

In case of any doubts as to the confidentiality of some particular information, the **Parties** shall consider and treat such information as confidential until the **Parties** notify each other otherwise.

21.18.3. To the extent concerning the Confidential Information disclosed hereunder, the **Parties**, including their staff (also the staff of their group companies), shall:

- (i) Keep (store and use) the Confidential Information by applying reasonable confidentiality protection measures established by the present **Contract** and the applicable legislation, protecting the Confidential Information against any unauthorized use, transfer, disclosure or unauthorized access. The **Parties** shall not make any copies or otherwise record or store the information in their systems if such is not reasonably necessary for due performance hereunder. The **Parties** shall immediately

notify each other of any violations of information protection requirements or any unauthorized disclosure or use of the Confidential Information;

(ii) Disclose the Confidential Information or part thereof only to their staff and other persons (including the **Parties'** group companies, subsidiaries, shareholders, members of the board of directors, auditors consultants and subcontractors) directly involved in the implementation of the objectives related to the disclosure of the Confidential Information and bound by a duty of confidentiality on the same terms and conditions as indicated herein throughout the term of the **Contract** as well as for the period of protection of Confidential Information after the expiry / termination of the **Contract**. The **Parties** shall be liable for any acts or omissions of persons having been provided with access to the Information, including financial liability;

(iii) Use the Confidential Information exclusively for the performance of obligations hereunder, unless otherwise agreed in writing.

21.18.4. The **Party** may at any time restrict access to the Confidential Information by the other **Party**. The Confidential Information shall remain the property of the **Parties** and at the request of the **Party**, the other **Party** shall return all Confidential Information held on any material media, including electronic storage devices, to the requesting **Party** or destroy it if so instructed by that **Party**.

21.18.5. In case of loss or disclosure of the Confidential Information by the **Party** in the manner other than established herein, it shall immediately notify the other **Party** thereof and make all efforts to regain the lost or wrongfully, unreasonably disclosed Confidential Information.

21.18.6. After the expiry of the present **Contract**, either **Party**, at other **Party's** written request, shall, to the maximum practicable extent, return or destroy all Confidential Information of the other **Party** held by it, whether contained in documents, publications, drawings, descriptions, diagrams or expressed and stored in any other form, as well as copies of the same, unless provided for otherwise herein.

21.18.7. The obligation to maintain the confidentiality of the Confidential Information shall be binding upon the **Parties** throughout the term of this **Contract** as well as for 10 (ten) years after its expiry / termination, or completion of the services, unless the **Parties** hereto agree in writing otherwise.

21.18.8. Should it be necessary, in connection with performance of this **Contract**, to provide one **Party** with access to, or to transfer to this **Party** personal data within the meaning of Law of the Republic of Lithuania on Legal Protection of Personal Data, before processing such data the **Parties** shall be obliged to conclude an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.

21.18.9. In the event of unauthorized disclosure by any **Party** of the Confidential Information to any third person, either intentionally or negligently, be it a positive act or omission, or in case of loss of such Confidential Information, the defaulting **Party** shall compensate the affected **Party** for any direct damages resulting from unauthorized disclosure and (or) loss of the Confidential Information.

21.18.10. The **Seller** consents to the disclosure by the **Buyer** of the contents of the **Contract**, its annexes and **Contract** execution documents as well as data relating to the performance hereunder to ORLEN CG Companies under the terms and conditions laid down above.

21.18.11. Where, for the purpose of due performance under this **Contract**, it is necessary to disclose a commercial secret or any other confidential information of the **Party**, or confidential information of other companies within the **Party's** group, a separate nondisclosure agreement may be concluded between the **Parties**.

21.19. Image protection:

21.19.1. The **Seller** shall obtain a prior written consent of the **Buyer** for the use of the business name (AB ORLEN Lietuva), trademark or logo of the **Buyer** on the **Seller's** website, in the list of its counterparties, brochures, advertisements, or any other marketing or advertising material. In such case, together with a request for consent, the **Seller** shall submit to the **Buyer** a draft of material in which such information will be used.

21.19.2. The **Party** shall also obtain a prior written consent of the other **Party** for communicating any information on the **Contract** to mass media such as press, TV, radio, or Internet. In such case, together with the request for consent, the **Party** shall submit to the other **Party** a draft of information to be used in mass media.

21.19.3. In case of non-performance or inadequate performance of the above requirements, the **Buyer** shall be entitled to charge the compensation of EUR 29'000.00 (twenty-nine thousand euro) for each case of violation. Payment of such compensation shall not restrict the **Buyer's** right to seek additional compensation from the **Seller**, if the amount of incurred damages exceeds the amount of compensation paid.

21.20. Personal data protection:

21.20.1. The **Parties** hereby represent and warrant to each other that in performance of the present **Contract** and discharge of their obligations assumed hereunder they are in strict compliance with all requirements of the applicable legislation of the European Union and the Republic of Lithuania regulating personal data protection.

21.20.2. The **Parties** hereby represent that in performance of the present **Contract** none of them as the controller shall transfer the data to the other **Party** as a processor or joint data controller, whereas in case of any need to process or jointly control any personal data controlled by the other **Party**, the **Parties** shall conclude a separate agreement on personal data processing or joint control.

21.20.3. Business contacts, contacts of contractors, their full names, email addresses and phone numbers exchanged between the **Parties** for the performance of this **Contract** shall be processed by each **Party** exclusively for the purposes of the performance/administration of the **Contract** observing the requirements set forth in the General Data Protection Regulation (EU) 2016/679 (GDPR) and Law of the Republic of Lithuania on Legal Protection of Personal Data.

21.21. **International restrictive measures and sanctions.** The **Parties** hereby represent that the **Contract** will be performed without prejudice to the regulations of the United Nations, the United States of America, the European Union and the Republic of Lithuania governing the implementation of international restrictive measures and sanctions. Failure to comply with this provision shall be deemed to be the material breach of the **Contract**.

21.22. Anti-corruption provisions:

21.22.1. Each and every **Party**, including their affiliates and representative offices, confirms that in performance of the present **Contract** it shall exercise due diligence and shall comply with all legal provisions of the European Union and the Republic of Lithuania binding on the **Parties** within the scope of preventing corruption.

21.22.2. Each **Party** declares that it has implemented procedures for corruption prevention and conflict of interest management.

21.22.3. Each of the **Parties** certifies that acting in connection with performance hereof, whether directly or through any business entity controlled by or affiliated with the **Parties**, it shall comply with all requirements and internal regulations applicable to the **Parties** as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts, anonymous reporting, and clarification of irregularities.

21.22.4. The **Parties** ensure that in conclusion and performance of the present **Contract** none of them or their owners, shareholders, stockholders, members of the management board, directors and other staff members, subcontractors or other persons acting on their behalf have/has not made, proposed, promised, authorized to make and shall not make, propose, promise, or authorize to make any payment or another transfer constituting a financial or any other benefit directly or indirectly to any of the following:

- (i) any member of the management board, director or other staff member or agent of a given **Party** or of any business entity controlled by or affiliated with the **Parties**;
- (ii) a public official understood as a natural person performing a public function within the meaning given to this term in the legal system of a country in which the present **Contract** is performed or in which the registered offices of the **Parties** or any business entity controlled by or affiliated with the **Parties** are located;
- (iii) any political party, member of a political party or candidate for a post in a state office;
- (iv) any agent or intermediary in exchange for payment to anyone of the persons mentioned in (i)-(iii) above;
- (v) any other natural person or legal entity, whether directly or through any business entity controlled

by or affiliated with the **Parties**, in order to obtain their decision or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if such action breaches or would be in breach of the legislative of the European Union and the Republic of Lithuania within the scope of prevention of corruption.

21.22.5. The **Parties** undertake to immediately inform each other in writing about the cases of breaching provisions of the Anti-Corruption Clause. At the written request of any **Party**, the other **Party** undertakes to provide information and answers to reasonable questions of the other **Party** related to the performance of the **Contract** within the scope of the Anti-Corruption Clause.

21.22.6. Each of the **Parties** confirm that in performance of this **Contract** it shall enable each person acting in good faith to report breaches on an anonymous basis by e-mail anonim@orlenlietuva.lt or by phone +370-800-90008.

21.22.7. In case of suspicions of corrupt actions made in connection with the present **Contract** or its performance by any representatives of the **Parties**, the **Parties** shall cooperate in good faith for examining the circumstances of such cases.

21.22.8. The **Party** confirms that it has read and will abide by the Rules of Gift Giving and Acceptance of the AB ORLEN Lietuva (hereinafter – the **Company**), which are available on the website: <https://www.orlenlietuva.lt/EN/ForBusiness/DocumentsForContractors/Pages/default.aspx>.

21.23. The **Party** shall immediately, but no later than within 72 hours, notify the **Company** in writing of any material changes in its financial position which may affect the **Contract** performance as well as of any national or international sanctions imposed on the **Party** or its shareholders, or members of the Board or managers (or Supervisory Board if there is such).

21.24. If any new legal acts are published, or the effective legal acts modified in a way affecting the **Contract**, including the legal provisions related to mandatory blending of biocomponents into fuel, and/or control and/or certification of biofuels for compliance with the sustainability and greenhouse gas emissions saving requirements, the **Buyer** shall be entitled to initiate negotiations on the terms and conditions of the **Contract**, while the **Seller** shall be under obligation to participate in such negotiations. In case of failure by the **Parties** to reach an agreement within 30 (thirty) calendar days after initiation of negotiations, the **Buyer** shall be entitled to immediately terminate the **Contract** unilaterally and without recourse to a dispute settlement body. In such case the **Seller** shall not be compensated for any losses or costs.

21.25. In the event of breach by the **Seller** of its image protection obligations and/or the **Buyer's** intellectual property rights, the **Buyer** shall be entitled to terminate this **Contract** and demand the **Seller** to compensate all resulting costs and losses (including inter alia costs and losses associated with a **Substitute Contract** conclusion and purchase of the **Product** under other transaction).

21.26. Furthermore, this **Contract** may be subject to early termination in the following cases:

21.26.1. by mutual agreement of the **Parties**;

21.26.2. by either **Party** entitled to terminate the **Contract** with immediate effect and without recourse to a dispute resolution body in case of breach by the other **Party** and its failure to remedy such breach after the first notice, with continued breaching of the **Contract**. The maximum period to remedy a breach shall be 14 (fourteen) calendar days from the date of a relevant notice;

21.26.3. In other cases set forth in the **Contract** or established by the applicable legislation.

21.27. In case of the **Contract** termination, both **Parties** hereto shall continue their obligations incurred and outstanding before the date of the termination.

21.28. In case of the **Contract** termination or expiry, the provisions governing confidentiality and payment shall survive and continue until their complete discharge by the **Parties**.

21.29. The **Parties** shall inform each other within 5 (five) calendar days about any changes in their legal address, contact data, bank details and other significant data that may affect the performance of the **Contract**.

21.30. The rights and obligations of the **Seller** under the **Contract** are related to its legal status, production assets as well as certificates and licenses held, and cannot be transferred to other entities, unless the **Seller** has obtained prior written consent of the **Buyer**. Furthermore, the **Seller** shall not assign its rights and obligations under the **Contract** by reason of any sale or transfer to another entity of the whole or a part of the company, to which the **Contract** relates, as a result of or in connection

with merger, division, separation, change of control, change of legal status, transformation or restructuring, transfer or merger transaction associated with that company, unless prior written consent of the **Buyer** is obtained. In case the **Seller** performs the above action without prior approval of the **Buyer**, or if under certain circumstances the company, to which the **Contract** relates, is transferred to another entity, or other entity acquires control over that company, the **Buyer** shall have the right to immediately terminate the part of the **Contract** which remains not fulfilled at the time of such termination and to charge the **Seller** with costs associated with the conclusion of a **Substitute Contract**. In this case, the **Contract** is terminated together with all other Commercial Agreements, and obligations related to remaining undelivered amounts of the **Product** shall not be performed.

21.31. Without the prior written consent of the other **Party**, which consent shall not be unreasonably withheld, neither **Party** may assign its rights or obligations under this agreement in full or in part, except that the **Seller** or its assigns may without such consent assign all or any part of their rights to receive and obtain payment under the **Contract** in order to facilitate collateral security or bank funding arrangements. Any such assignment will not diminish or amend the **Seller's** obligations under this **Contract**. In case of any dispute, a written notice sent by post shall be deemed received within 5 (five) calendar days, and a written notice sent by email during working hours (with acknowledgment of receipt) shall be considered received on the day it is sent.

21.32. The **Contract** is signed for the period of _____ - _____ with an option to extend by _____ months (i.e. until _____) and at this time it cannot be terminated by the **Parties**, subject to the **Buyer** rights to cancel or terminate the **Contract** in the cases described in this paragraph. The **Buyer** will inform the **Seller** about the extension of the **Contract** one month before the end of the basic period (i.e. by _____).

21.33. All amendments, supplements and annexes to the **Contract** shall be made in writing and duly signed by the authorized representatives of the **Parties** physically (scans admissible) or using electronic signature using an electronic document format agreed by the **Parties**.

The **Parties** agree that the amendments to the **Contract** and other **Contract** performance documents may not be signed and validity/legality of a qualified electronic signature may not be verified by uploading such to third party information systems or websites. All duly executed amendments, supplements and annexes to the **Contract** shall be valid and make an integral part hereof.

21.34. Notices:

Unless otherwise specifically provided, all notices to be given hereunder by either **Party** to the other shall be sufficiently given if in writing, by post or e-mail and delivered to the other **Party** as follows:

SELLER'S CONTACT INFORMATION:

Operations: _____

BUYER'S CONTACT INFORMATION:

Operations: _____

Invoicing, Claims, Contract: feedstock@orlenlietuva.lt

Annexes:

1. Product regulations and specifications for AB ORLEN Lietuva.
2. Sample Form of Commercial Agreement.
3. Inside Information and MAR Regulation Obligations

SELLER:

BUYER:

AB ORLEN Lietuva,
Mažeikių St. 75, Juodeikiai Village
LT-89453 Mažeikiai Distr. Municipality
Lithuania
Company code: 166451720
VAT number: LT664517219
Tel.: +370 443 92827;
Bank details:
IBAN: (USD): LT5321400300000099185
IBAN: (EUR): LT9021400300000099198
Bank: Luminor Bank AS Lithuanian Branch,
Konstitucijos ave. 21A, LT-03601 Vilnius, Lithuania
SWIFT: AGBLLT2X.

SELLER

BUYER

(full name, signature, date)

(full name, signature, date)

(full name, signature, date)

(full name, signature, date)

Annex 1**Product regulations and specifications for AB ORLEN Lietuva****1. Quality**

1. The **Seller** guarantees that the **Product** meets the requirements established in the following standards and legislation:

- 1.1. Applicable standard LST EN 15940;
- 1.2. Directive 2018/2001/EU of the European Parliament and of the Council;
- 1.3. Mandatory Quality Indicators for Petroleum Products, Biofuels and Liquid Fuels used in the Republic of Lithuania approved by the 22 December 2010 Order No.1-348/D1-1014/3-742 by the Ministers of Energy, Minister of Environment, and Minister of Transport and Communications of the Republic of Lithuania.

2. The **Seller** is obliged to buy and use additives that ensure the **Product** compliance with the quality requirements set forth in the **Contract**:

2.1. The **Product** delivered by the **Seller** to the **Buyer** shall contain additives that ensure the following cold filter plugging point (CFPP) of the **Product**:

- Max (minus) 5 °C during the period from 1st May to 10th September;
- Max (minus) 15°C during the period from 1st March to 30th April and from 11th September to 10th November;
- Max (minus) 26 °C during the period from 11th November to 28th (29th) February.

2.2. The **Seller** shall take into consideration the **Buyer's** recommendations on use of the additives improving low temperature characteristics (depressants). The recommended additives will be notified by the **Buyer** to the **Seller** by e-mail.

2.3. The CFPP parameters may be changed by mutual agreement of the **Parties** or when this is required by the latest valid LST EN 15940 and Mandatory Quality Indicators for Petroleum Products, Biofuels and Liquid Fuels used in the Republic of Lithuania approved by the 22 December 2010 Order No 1-348/D1-1014/3-742 by the Ministers of Energy, Minister of Environment, and Minister of Transport and Communications of the Republic of Lithuania.

2.4. The **Buyer** reserves the right to indicate a specific additive that should be applied by **Seller** in order to ensure the compatibility with additives used by the **Buyer**. The **Seller** must be informed of such request 60 days in advance.

2. Product specifications

HVO shall meet the requirements of the latest revision of LST EN 15940 (including any existing and future amendments) and requirements provided in this Specification (Table 1, 2 and 3).

Table 1

Property	Unit	Limits Class A		Test method
		minimum	maximum	
Density at 15 °C	kg/m ³	765,0	800,0	EN ISO 12185 EN ISO 3675
Viscosity at 40 °C	mm ² /s	2,000	4,500	EN ISO 3104
Flash point	°C	Above 55,0	-	EN ISO 2719
Cetane number	-	70,0		EN 15195 EN 16906 EN ISO 5165
Distillation:				
Initial boiling point	°C	Report	-	EN ISO 3405
recovered at 250 °C	% (V/V)	-	<65	
recovered at 350 °C	% (V/V)	85	-	EN ISO 3924

95 % (V/V) recovered at	°C	-	360,0	
Copper strip corrosion (3 h at 50 °C)	Rating	class 1		EN ISO 2160
Oxidation stability	h	20,0	-	EN 15751
	g/m ³	-	25	EN ISO 12205
Lubricity, wear scar diameter (WSD) at 60 °C	µm	-	400	EN ISO 12156-1
Manganese content	mg/l	-	2,0	EN 16576
Fatty acid methyl ester (FAME) content	% (V/V)	-	7,0	EN 14078:2014
Water content	% (m/m)	-	0,020	EN ISO 12937
Total contamination	mg/kg	-	24	EN 12662
Ash content	% (m/m)	-	0,010	EN ISO 6245
Sulfur content	mg/kg	-	5,0	EN ISO 20846 EN ISO 20884
Polycyclic-aromatics content	% (m/m)	-	1,1	EN 12916
Carbon residue (on 10 % distillation residue)	% (m/m)	-	0,30	EN ISO 10370

Table 2 Climate related requirements and test methods – temperate climates

Property	Unit	Limits						Test method
		Grade A	Grade B	Grade C	Grade D	Grade E	Grade F	
Cold filter plugging point (CFPP)	°C, max	+5	0	-5	-10	-15	-20	EN 116 EN 16329

Table 3 Climate related requirements and test methods – arctic or severe winter climates

Property	Units	Limits			Test method
		Class 0	Class 1	Class 2	
Cold filter plugging point (CFPP)	°C, max	- 20	- 26	- 32	EN 116 EN 16329
Cloud point	°C, max	- 10	- 16	- 22	EN ISO 3015 EN ISO 22995
Viscosity at 40 °C	mm ² /s, min	1,500	1,500	1,500	EN ISO 3104
	mm ² /s, max	4,000	4,000	4,000	
Distillation					EN ISO 3405 EN ISO 3924
Recovered at 180 °C	% (V/V), max	10,0	10,0	10,0	
Recovered at 340 °C	% (V/V), min	95,0	95,0	95,0	

Annex 2
Sample Form of Commercial Agreement

Commercial Agreement No. _____

to the _____ **(date)**
Purchase Framework Contract No. _____

concluded on _____ in _____ by and between:

AB ORLEN Lietuva (company code 166451720), with its registered office at Mažeikių st. 75, Juodeikiai Village, LT-89453 Mažeikiai Distr. Municipality, Lithuania, represented by

_____, acting in accordance with _____,
and _____, acting in accordance with _____,

hereinafter referred to as the **Buyer**,

and

_____ (company code _____), with its registered office at _____,
represented by _____, acting in accordance with _____,

hereinafter referred to as the **Seller**,

(hereinafter the Buyer and the Seller individually referred to as a **Party**, and collectively as the **Parties**)

Whereas on _____ the **Parties** concluded **Framework Contract** No. _____ (hereinafter – the **Contract**), whereby the **Parties** have agreed on the general terms of purchase/sale of fatty acid methyl esters and may agree, following the provisions set forth in the **Contract**, on the terms and conditions of purchase/sale of the specific **Product** by entering into a relevant **Commercial Agreement** (hereinafter – the **Agreement**),

The **Parties** have concluded the present **Agreement** as follows:

1. The **Seller** hereunder shall sell to the **Buyer** _____ (_____) metric tons (in vacuum) of the **Product** _____, payable on bill of lading weight (metric tons) in vacuum.
2. Subject to an additional agreement between the **Parties**, the **Product** quantity indicated in Item 1 of the **Agreement** may be increased by up to 50 (fifty) %.
3. The **Seller** shall deliver the **Product** to the **Buyer** by vessels on _____ (INCOTERMS 2020) basis [•] one safe port / one safe berth in one/_____ cargo lot of _____ +/-10% metric tons (in vacuum) each at **Buyer's** option, **max - 5000 cbm**, during the date range from _____ to _____ ("Loading dated" in case of FOB (INCOTERMS 2020) or "Discharge date" in case of CIF (INCOTERMS 2020)), both dates inclusive (with an option to extend it by 3 months (i.e. until _____)). Discharge/Loading dates are indicative only.

The **Buyer** will inform the **Seller** about the extension of the **Agreement** one month before the end of the basic period (i.e. by _____).

4. The **Seller** shall ensure a minimum █% GHG reduction, based on the RED calculation principles for biofuels. In case the installation where the **Product** has been produced has started operating after October 5th 2015 the **Seller** guarantees that the GHG savings are higher than █%.
5. █ independent laboratory (independent inspector) at loading port is appointed by mutual agreement of the **Parties**.
6. The preliminary maximum value of the **Agreement** shall be equal to █ USD (excluding VAT).
7. The price for the delivered **Product** (VAT excl.) shall be calculated per metric ton (in vacuum) as follows:

$$A1 = 100\% Q * 0.845 / 0.78 + S1 + T$$

where:

A1 = price of sustainable certified HVO in **USD/t** subject to CIF/FOB delivery place indicated by the **Buyer**.

Q = The arithmetic average (in USD per ton) of the quotations of 'ULSD 10ppm published by Platt's 'European Marketscan CIF NWE' (AAVBG00) during the delivery month.

S1 = fixed premium █ USD/t for the HVO product, including the costs of injection (dosage) and transportation of additives to the **Buyer**.

T = cost of delivery █ USD/t in case of CIF (INCOTERMS 2020) basis [●];

T = cost of delivery █ USD/t in case of FOB (INCOTERMS 2020) basis [●].

The final price per one metric ton (in vacuum) of the **Product** shall be rounded to two decimal places.

The **Product** price shall include all and any costs of the **Seller** as well as all taxes and/or charges associated with the **Product** sale and delivery to the **Buyer**.

7. The below provisional quantities shall be delivered by the **Seller** to the **Buyer** within the period of: █ – █.

Months	January	February	March	April	May	June	July	August	September	October	November	December
Product type												
Quantity, t												

8. The **Buyer** shall make the payment in accordance with the terms and procedure established in the **Contract** by effecting bank transfer within █ (█) calendar days from the receipt of a duly issued VAT invoice. VAT invoice for executed deliveries will be issued after the delivery month, within the time limit stemming from applicable provisions of law.
9. For other matters not regulated by this **Agreement**, the provisions of the **Contract** shall apply.
10. If the Buyer exercises the right of withdrawal or termination of the **Contract** with immediate effect in accordance with its terms, the effect of withdrawal or termination shall also apply to that part of the **Agreement** which remains not fulfilled at the time of withdrawal.
11. In case of any conflict between the provisions of this **Agreement** and the provisions of the **Contract** (including its Annexes), the provisions of this **Agreement** shall apply.
12. The present **Agreement** has been concluded in two counterparts of equal legal effect, one for each of the Parties.

BUYER:

AB ORLEN Lietuva

Mažeikių st. 75, Juodeikiai Village,
LT-89453 Mažeikiai Distr. Municipality, Lithuania
Company code: 166451720
VAT number: LT664517219
Tel.: +370 443 92827
Bank details:
IBAN: (USD): LT5321400300000099185
IBAN: (EUR): LT9021400300000099198
Bank: Luminor Bank AS Lithuanian Branch,
Konstitucijos ave. 21A, LT-03601 Vilnius, Lithuania
SWIFT: AGBLLT2X.

SELLER:

BUYER'S REPRESENTATIVES:

SELLER'S REPRESENTATIVES:

Annex 3

Inside Information and MAR Regulation Obligations

ORLEN S.A., being a parent entity of AB ORLEN Lietuva, is subject to disclosure requirements towards capital market, regulated by the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC with changes (MAR Regulation).

Accordingly, in applying provisions of MAR Regulation, both **Parties** hereto agree as follows:

1. The **Company** informs the other **Party** to the agreement about the intention of publishing the information related to the **Agreement** if such information is recognized as an inside information within the meaning of MAR Regulation.
2. An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other **Party** to the **Agreement** and persons working on its behalf. In case of use of inside information or its unlawful disclosure, the sanctions according to MAR Regulation apply.