

§ External communication

1. The Contractor undertakes to obtain prior written consent of ORLEN Południe to place its business name, its trademark or logo of "ORLEN" or "ORLEN Południe" on its website, the list of contracting parties and in brochures, advertisements and any other advertisement and marketing materials. In such a case, the Contractor undertakes to provide the Contracting Authority – in addition to the request for consent – with draft materials in which such data would be placed.
2. The Contractor also undertakes to obtain prior written consent of ORLEN Południe S.A. to disclose the fact of cooperation by providing mass media, such as the press, radio, TV, the Internet, with any information pertaining hereto. In such a case, the Contractor undertakes to provide ORLEN Południe S.A. with the content of the information which would be used in the mass media, along with the request for the consent.
3. In the event of violating the obligation resulting from (1) and (2) above, the Contractor shall pay the Contracting Authority a contractual penalty in the amount of PLN 15,000 for each and every case of breach. The Contracting Authority shall have the right to pursue supplementary compensation, exceeding the amount of the reserved contractual penalties, under the principles arising from the provisions of the Polish Civil Code.