

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND PURCHASE OF GOODS AND PROVISION OF SERVICES of ORLEN Południe Spółka Akcyjna

These General Terms and Conditions of Purchase of Goods or Purchase of Goods and Provision of Services of ORLEN Południe S.A. (hereinafter referred to as the "General Terms and Conditions") together with the Order and all its annexes shall constitute a single Agreement between the Parties. Any references to the Seller's offers or proposals, both binding and non-binding, shall not mean acceptance of any conditions and reservations contained therein unless their acceptance has been clearly expressed in the Agreement. In case of discrepancies between the Order and the General Terms and Conditions, the content of the Order shall be binding on the Parties.

These General Terms and Conditions are divided into sections, paragraphs and points, and this division is for reference purposes and shall not affect the interpretation of these General Terms and Conditions.

Definitions:

"Buyer" - ORLEN POŁUDNIE SPÓŁKA AKCYJNA with its registered office in Trzebinia, 32-540 Trzebinia, ul. Fabryczna 22, entered into the National Court Register kept by XII Economic Division of the District Court for Kraków – Śródmieście under the number KRS 0000125856, tax identification number NIP 628-00-00-977, National Business Registry Number REGON 27269025, BDO 000007910 with a share capital of PLN 271 623 180 "Seller" shall mean the entity with which the Buyer has entered into the Agreement,

"Order" shall mean the Buyer's order for Goods or for Goods and Services to which the General Terms and Conditions are attached. Order Acceptance, together with the General Terms and Conditions, by the Seller results in the conclusion of the Agreement,

"Agreement" - an agreement concluded between the Seller and the Buyer, together with the appendices and the General Terms and Conditions, "Goods" -

tangible goods (including necessary equipment, additional materials, etc.), whose sale and delivery is the subject of the Agreement,

"Service" - services accessory to the sale and delivery of Goods in particular in connection with the necessity of their assembly, installation, training on handling or the current service or preparation for use by the Buyer;

"Written form" – unless the Agreement or the applicable regulations provide otherwise, sending an electronic version of the statement (scan) bearing the proper signature shall also be understood as making a written statement.

Section I: TERMS AND CONDITIONS OF CONCLUSION OF THE AGREEMENT

- 1.1. The Seller and the Buyer may enter into the Agreement in any mode, including through the acceptance by the Seller of the Order sent by the Buyer. Unless the Order provides otherwise, the acceptance of the Order shall be by sending a copy of the Order signed by a person authorized to act on behalf of the Seller within 3 working days from the receipt of the Order. Acceptance of the Order shall mean acceptance of all changes and additions to the Seller's offer made by the Buyer and shall mean conclusion of the Agreement on the conditions contained in the Order and the General Terms and Conditions. The Seller represents that the person signing the Order is authorized to act on behalf of the Seller.
- 1.2. If the mandatory provisions of law and the Order do not provide otherwise, the Order may be accepted by the Seller by a statement made to the Buyer in writing. Starting the implementation of the Agreement and notification of the Buyer shall be equivalent to such a statement.

Section II: TERMS AND CONDITIONS OF PERFORMANCE OF THE AGREEMENT

- 2.1. The Seller shall immediately notify the Buyer of any situation that may affect the timely delivery of the Goods or the Goods and Services. The above information shall not, however, discharge the Seller's obligations under the Agreement. The Buyer has the right to carry out inspection at its own expense in order to check the progress of implementation of the Agreement by the Seller, informing the Seller about the above fact 3 days in advance.
- 2.2. No later than 7 days before the date set for dispatch, the Seller shall send to the Buyer dispatch advice with the following data: the number of Order, the method and expected date of dispatch, the delivery note with the number, weight, dimensions and contents of the packages and with all the instructions necessary for proper transport and unloading of the Goods.
- 2.3. The Goods shall be provided with the following documents (apart from the documents for the purpose of settlement between the Parties, sent by the Seller by mail):
 - a photocopy of the invoice transmitted for commercial purposes (which shall not discharge the Seller's obligation to provide the Buyer with one copy of the invoice); it shall be allowed to provide a photocopy of the invoice within 7 days from the date of sale,
 - the delivery note with the number, weight, dimensions and contents of the packages, the requirements of transport,
 - complete technical documentation necessary for the proper assembly of the Goods at the point of use and for the correct commissioning, operation and maintenance, containing, among other things, construction drawings and assembly drawings together with the necessary details of the mechanical part, control and measuring equipment, electrical equipment, etc.,
 - material approvals and certificates, certificates of analysis, testing and authorizations required by the legislation in force in the Republic of Poland and the European Union,
 - instruction of proper storage of the Goods.
- 2.4. The date of delivery shall be understood as the date of transfer of the Goods to the Buyer at the place specified in the Agreement or in the General Terms and Conditions. The Parties shall confirm the fact of release of the Goods by delivery and acceptance protocol or a document confirming the release of the Goods, indicating in its contents the date of actual release of the Goods to the Buyer.

- 2.5. Any change of the date of delivery agreed in the Agreement requires the written consent of the Buyer to be valid.
- 2.6. Partial deliveries, unless otherwise provided in the Agreement, require the written consent of the Buyer. In the case of partial deliveries, unless otherwise agreed in the Agreement, the date of delivery shall be the date of implementation (transfer to the Buyer) of the last partial delivery.
- 2.7. If not all the documents necessary for the execution of shipping, as well as the required documentation and certificates, are delivered to the Buyer as agreed in the Order so that the Buyer could get familiar with their content, the Seller shall be deemed in delay in implementation of the Agreement and the agreed deadline for payment of remuneration shall be extended by the period of the Seller's delay in the transfer of the missing documents and certificates.
- 2.8. Unless the Order provides otherwise, in the case of imported Goods, the Seller shall be responsible for marketing authorisation of the Goods in the customs territory of the European Union, in accordance with applicable regulations and for the provision to the Buyer of documents confirming customs clearance, payment of customs duties and VAT on import. It is allowed to put the Seller's statement of customs clearance, and that the Goods are in free trade in the EU, on payment of duty and VAT on import on the invoice documenting the delivery of the imported Goods or on the invoice documenting the intra-Community supply of Goods.
- 2.9. Unless the Order requires otherwise, in case of delivery of the Goods from the European Union, the Seller shall fulfill all the requirements arising from the provisions of European Union law, in particular as regards INTRASTAT, VAT and excise duty. If the Seller fails to meet the requirements specified in the previous sentence, the delivery is considered incomplete, and the Buyer is entitled to refuse the Goods, in which case the Buyer shall not be liable to the Seller for any refusal to accept the Goods, in particular liability for damages under the Agreement. In case of charging the Buyer with any sanctions due to the Seller's failure to meet the requirements of the provisions indicated above, the Buyer shall be entitled to claim compensation from the Seller in respect of the damage suffered.
- 2.10. In the case of delivery of the Goods within the framework of intra-Community tripartite supplies, the Seller, before the first delivery of the Goods, shall send information (in writing or electronically) to the Buyer of its intention to use the simplified procedure for the settlement of VAT.
- 2.11. If the delivery of the Goods or performance of the Services is related to the Seller's access to the Buyer's production plant, the Seller shall refer to and comply with the provisions of the extract of the current regulations concerning the movement of man and materials in ORLEN Południe S.A. annexed to the Agreement. The Seller shall pay a contractual penalty at the rate as provided for this type of violation in individual paragraphs of the regulations of proper distribution of the movement of man and materials in ORLEN Południe S.A. for non-compliance with the provisions of the provided extract of regulations.
- 2.12. If delivery of the Goods or performance of the Services involves the Seller's access to the Purchaser's production plant, the Seller shall refer to and comply with the provisions of the document entitled: "Environmental, Health and Safety Rules and Regulations applicable on the premises of ORLEN Południe S.A." annexed to the Agreement. The Seller shall pay a contractual penalty at the rate as provided for this type of violation in individual paragraphs of the relevant chapter of "Environmental, Health and Safety Rules and Regulations applicable on the premises of ORLEN Południe S.A." for non-compliance with the provisions of the provided aforementioned document.
- 2.13. In the case when the circumstances indicate that the Seller will not perform the Agreement on the agreed date, the Buyer has the right to terminate the Agreement with immediate effect, or if the Seller's delay is longer than 10 days, the Buyer can entrust a third party with the execution of the Agreement at the expense and risk of the Seller. The right of withdrawal may be exercised until the expiry of 90 days from the date of delivery specified in the Order.
- 2.14. When it is necessary for the Seller to have appropriate permissions or attributes in order to implement the Agreement under applicable provisions, or possession of such attributes is necessary to determine the correct amount of tax burdens, the Seller shall confirm that it has such powers or attributes, and submit the documents required by the Buyer on every request of the Buyer, no later than within 5 working days of the request.

Section III: PAYMENT

- 3.1. Unless otherwise stated in the Order:
 - the price in the Order is a lump sum and fixed price,
 - the price in the Order is the net price for the Goods or the Goods and Service. The Seller established in the territory of the Republic of Poland and/or registered in Poland for VAT purposes shall add value-added tax (VAT) on invoices issued by it in accordance with applicable regulations unless the Seller has no obligation to settle the tax under the applicable regulations. The Seller established outside the territory of the Republic of Poland, which is not registered in Poland for VAT purposes, shall not charge its national value added tax or any other tax of a similar nature. The payment due shall be made by bank transfer, by the date specified in the Order calculated as the number of days from the date of receipt of a correct invoice by the Buyer, with the delivery and acceptance protocol signed by both Parties or a document confirming delivery of the Goods, to the Seller's account indicated on the invoice.
 - the date of payment shall be understood as the date of debiting the bank account of the Buyer
 - if the supply of the Goods or the Goods and Services is not executed completely in accordance with Section II of these General Terms and Conditions, the Buyer shall be entitled to withhold payment until the day on which the Seller fully performs all the obligations constituting the subject of the Agreement. The 30-day payment period shall be calculated from that date unless the Parties agree otherwise in the Agreement. This shall not reduce the Buyer's right to enforce the provisions of Section II and VIII of these General Terms and Conditions. If the supplied Goods turn out to be damaged, incomplete or otherwise defective after the acceptance and unpacking, the Buyer shall be entitled to withhold payment until the replacement of the Goods for ones free from defects. In that case, the period of invoice payment shall be calculated from the moment of delivery of goods free from defects.
 - The Buyer shall only cover the costs of its own bank, while all other costs of transfer of funds shall be charged to the Seller.
 - If the Seller is a national entity or an entity registered for VAT purposes on the territory of Poland and the settlement is made in PLN, the remuneration will be paid in the split payment mechanism based on the principles written in the White List clause.
- 3.2. Acting pursuant to Article 4c of the Act of 8 March 2013 on counteracting to excessive delays in commercial transactions (Journal of Laws of 2021, item 424 as amended), the Buyer declares that it has the status of a large enterprise.

Section IV: VAT TAX AND INVOICE

- 4.1. Correct invoice, in addition to statutory requirements, shall include the following information:
 - the amount of Goods (type of Service), net and gross unit prices of individual items. Each item of the Order should be specified on the invoice in the same way as in the Order,
 - the name, description of the Goods (Goods and Service) or reference to the relevant items of the specification attached to the invoice,
 - the Buyer's Order number,
 - the terms and conditions and the 30-day payment period from the date of receipt of the invoice by the Buyer unless the Parties agree otherwise in the Agreement,
 - information on the prohibition of transfer of remuneration claims for the Agreement in question, relevant and valid VAT identification number of the Seller (EU VAT number),
 - the statement referred to in Section II par. 2.8 of these General Terms and Conditions or, if the statement is a separate document, the CN code of the Goods,
 - additional data as required in the Order
 - The data placed on the invoice should enable unambiguous identification of the Buyers ordering entity, and thus contain the following information: order number - mandatory for invoices concerning deliveries made according to the order,
 - MPK symbol or code of the Buyers ordering entity or name and surname of the ordering person - mandatory for invoices, not applicable for deliveries under the contract
- 4.2. The invoice shall be sent:

- in the form of single-sided printing, on uniform paper, preferably white, filled in with typewriting, without handwritten entries, redundant seals or contamination;
 - in an envelope marked with the note "INVOICE". To the following address: ORLEN Centrum Usług Korporacyjnych Sp. z o.o., ul. Łukasiewicza 39, 09-400 Płock
- 4.3. Under a separate agreement, the Buyer allows the possibility to receive invoices in electronic form. The signing of the agreement shall be equivalent to the Seller's acceptance to send invoices electronically to the Buyer.
- 4.4. The Buyer represents that it is an active taxpayer of tax on goods and services (VAT), and has a Tax Identification Number NIP, given at the beginning of these General Terms and Conditions. The European VAT number of the Buyer for intra-Community transactions (EU VAT number) PL6280000977.
- 4.5. The Seller represents that it is an active taxpayer of tax on goods and services (VAT), and has a Tax Identification Number NIP, which it shall indicate for the Order / or it is an exempted taxpayer of tax on goods and services (VAT), which it shall confirm before placing the Order. For intra-Community transactions, the Seller is obliged to indicate each time the European VAT ID Number (VAT-EU number) to the Order. Additionally, in the case of excise goods, the Seller should present the possessed SEED excise number allowing for the verification of the excise permit.
- 4.6. The Buyer authorizes the Seller to issue invoices without the signature of its authorized person.
- 4.7. The Sellers cannot transfer (assign) any claims relating to remuneration for the said Agreement to a third party without the consent of the Buyer - expressed in writing to be valid.
- 4.8. When issuing the invoice, the Seller represents that it is entitled to issue invoices under the provisions of the tax law. If the Seller is a domestic entity, the Seller guarantees and is responsible for the correctness of applied VAT rates, which means that in case the tax authorities challenge the Buyer's right to deduct tax for this reason that, in accordance with the legal provisions, the transaction was not subject to tax or was exempted from the tax, the Seller upon written request of the Buyer and by the date specified therein shall make an appropriate adjustment to the invoice and return the balance to the Buyer within 30 days from the date of receipt of the request. In case of the Seller's refusal to issue a correcting invoice, the Seller agrees to reimburse to the Buyer the equivalent of VAT challenged by the tax authorities, and the reimbursement shall be based on the accounting note issued by the Buyer, within 30 days of its delivery to the Seller. In any of these cases the Seller shall reimburse the Buyer for the equivalent of penalties, interest, charges and other measures additionally incurred by the Buyer or imposed by the tax authorities, and the reimbursement shall be as described in the preceding sentence.
- 4.9. If the Seller is a domestic entity, the Seller shall archive the invoices confirming the transactions, being basis for the Buyer to reduce the VAT payable by the amount of tax charged on the delivery of the Goods or the provision of the Services. In the event of failure to meet this requirement, or in case that the invoice, archived by the Seller indicates data different from those reported in the original submitted to the Buyer, is invalid for formal, legal or material reasons, the Seller shall compensate the Buyer with the amount of total loss resulting from the determination of tax obligation, together with penalties and interest imposed on the Buyer by the tax authorities in the amounts resulting from the decision of the tax authority.

Section V: INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Seller guarantees that there are no existing patents or other industrial property rights, copyright and other related rights and know-how of third parties that could be breached by the Buyer as a result of the use or disposal of the Goods purchased.
- 5.2. The Seller hereby agrees to indemnify the Buyer from any complaints or objections of third parties in connection with the breach of the aforementioned rights and to pay any possible costs (including legal services) and damages awarded against the Buyer, provided that the Buyer promptly notifies the Seller of the allegations of this kind and claims resulting therefrom.
- 5.3. If the Order specifies that the subject of the Agreement consists in the provision of documentation and transfer of copyright to the documentation being a work as understood in the act on copyright, the following provisions shall apply:
- 5.3.1. The Seller agrees to provide the documentation, as described in the Order, hereinafter referred to as the "Documentation",
- 5.3.2. The Seller represents and guarantees that it enjoys copyrights to the Documentation, and that these rights are not restricted or encumbered by third party rights.
- 5.3.3. On the day of transfer of documentation, the Seller transfers to the Buyer for the price (value) of the Goods or Services, specified in the Order, the copyrights and related rights to the use of the documentation unlimited as to time and place for all fields of exploitation known at the time of signing the Order.
- 5.3.4. The transfer of copyrights and related rights without time and territorial constraints includes the following separate fields of exploitation:
- recording of documentation on any data carriers whatsoever known at the time of signing the Order and with any technique known at the time of signing the Order;
 - reproduction of documentation on any data carriers known at the time of signing the Order and with any technique known at the time of signing the Order;
 - placing on the market the original or copies of the Documentation in any form whatsoever without any restrictions;
 - entering into computer memory;
 - entering into and distribution through computer networks, including the Internet and intranets;
 - rental and lending;
 - publishing in the form of brochures, publications, flyers and folders and other types of industry presentations.
- 5.3.5. The transfer of proprietary copyrights also includes the authorization to exercise dependent copyright and authorization of the Buyer to permit the exercise of subsidiary rights by third parties in the fields of exploitation referred to in par. 5.3.4 above. Seller agrees and warrants to Buyer that it and any authors of the Documentation acting on its behalf shall not exercise any moral rights in the Documentation.
- 5.3.6. To the extent permitted by separate regulations, the Seller agrees to all and any changes and adjustments in the Documentation made by the Buyer.
- 5.3.7. The Parties agree that the Buyer or the entities authorized by the Buyer shall be authorized to use the Documentation.
- 5.3.8. In the case of a third party's claim against the Buyer concerning breach of copyrights to the Documentation being the subject of the Agreement which, in accordance with the provisions of this Agreement have been effectively passed to the Buyer, the Seller shall indemnify the Buyer from the obligation to satisfy the claims of these third parties.
- 5.3.9. The Seller shall include the following formula on each page of the document, including pages containing drawings, in a manner visible and legible to the recipient: All copyrights and related rights to this Documentation belong to ORLEN Południe S.A.
- 5.3.10. Delivered Documentation shall be prepared in the Polish language, possibly also in English, if the Order provides so, and additionally in electronic version enabling editing.

Section VI: COLLECTION

- 6.1. The Goods should be checked by the Buyer immediately upon their receipt unless, due to the purpose of the Goods and the need to store them in the packaging, acceptance is carried out at a later date specified in the Order. The delivery and acceptance protocol or the document confirming the delivery of the Goods shall be drawn up at the acceptance of the Goods. The Seller has the right to participate in such acceptance at its own expense, upon prior notification of the Buyer of such an intention no later than on the date of dispatch unless the Order provides otherwise.

- 6.2. The Seller is responsible for the completeness of the delivery of the Goods in accordance with the specifications and the shipping invoice attached to the Goods. In the case of absence of any item, it shall be supplied by the Seller under DDP "warehouse of the Buyer or other place indicated by Buyer" in line with INCOTERMS®2010 unless the Buyer decides otherwise. The Seller agrees to bear all costs arising from delivery of the abovementioned items.
- 6.3. Failure to report claims concerning defects of the Goods in the delivery and acceptance protocol or the document confirming the delivery of the Goods shall not prevent their subsequent reporting if the defects were revealed only after the acceptance or the Seller did not inform the Buyer of them although the existence of defects was known to the Seller.

Section VII: FORCE MAJEURE

- 7.1. Neither Party shall be held responsible for nonperformance or undue performance of obligations arising from the Agreement nor for any damage caused by force majeure.
- 7.2. Occurrence of an event of force majeure and its impact on the performance of the Agreement and occurrence of the damage has to be proved by the Party invoking force majeure and confirmed by the other Party.
- 7.3. Force majeure shall be understood as all and any external events which cannot be predicted at the time of conclusion of the Agreement and that neither Party has influence on, in particular, acts of war, acts of terrorism, riots, natural disasters, decisions of state authorities or any other event random which resulted in contamination or chemical or radioactive poisoning of people, real estate or movable property. The period during which these events last shall be reflected in the schedule accordingly. When this period lasts for more than 3 months, both Parties shall determine new conditions of cooperation.
- 7.4. The Party that is unable to fulfill its obligations due to force majeure shall:
- 7.4.1. immediately notify the other Party of this fact no later than 7 days from the occurrence of such an event;
- 7.4.2. present reliable evidence of the event.
- When the event of force majeure ceases, the other Party shall be informed of this fact immediately, but not later than within 7 days. Failure to comply with this requirement shall result in loss of the right to invoke the occurrence of an event of force majeure.
- 7.5. In the case of justified invoking of force majeure and the lack of possibility for further implementation of the Agreement due to the occurrence of an event of force majeure, the Buyer shall pay the Seller for the Goods or services provided to the date of the event of force majeure, taking into account in the settlement the rules specified in the Agreement.

Section VIII: CONTRACTUAL PENALTIES AND WITHDRAWAL

- 8.1. In case of delay in delivery of the Goods or performance of the Services for reasons other than force majeure, one of the following subparagraphs shall apply:
- 8.1.1. The Seller shall pay the Buyer contractual penalties amounting to 0.2% of the net value (price) of the Goods delivered after the agreed date of delivery for each day of delay. Unless the Parties agree otherwise, the total amount of contractual penalties for delay in delivery cannot exceed 20% of the net value (price) of the Goods delivered with a delay. If the Goods or Service delivered/provided with a delay constitute an integral part of the subject of the Agreement, the lack of which makes it impossible for the Buyer to use the previously delivered Goods, the total combined net value (price) of the Goods or Services shall form the basis for calculation of contractual penalties.
- 8.1.2. The Buyer has the right to consider the Agreement to be non-performed and apply permissions from point 8.2. below
- 8.2. In cases of the Seller's failure to perform the Agreement, the Buyer shall have the right to withdraw from the Agreement and to apply the following remedies jointly or separately:
- 8.2.1. charge a contractual penalty of 20% of the undelivered Goods or unperformed Service,
- 8.2.2. charge the Seller with the costs of implementing the so-called replacement agreement performed by a third party. The replacement agreement shall be performed if the subject of the provision consists in purchase of certain things specified as to their kind or provision of Services that can be performed by a third party. In this case the Buyer, at its total discretion, shall enter into the relevant agreement with a third party, while retaining a claim for payment of contractual penalty and for redress of damage resulting from the delay. The Seller hereby agrees to refund to the Buyer the costs of implementation of the so-called replacement agreement. The Seller shall pay these costs on the basis of the debit note issued by the Buyer. The invoice issued by a third party and received by the Buyer shall be the basis for issuing the accounting note by the Buyer.
- 8.3. In addition, the Buyer may charge the Seller and demand payment of contractual penalties in case of delay in removing the defects identified by the Seller upon acceptance of the Goods/Services or during the guarantee period – amounting to 0.2% of the net value (price) for each day of delay, calculated from the date set for the removal of defects. The total amount of contractual penalties for the Seller's delay in removing the defects identified upon acceptance of the Goods/Services cannot exceed 20% of the net value (price) of the Goods.
- 8.4. In case of provision of Services in the Purchaser's premises, the Seller may be charged with the sanction provided for in the Environmental, Health and Safety Rules and Regulations on the premises of ORLEN Południe S.A.
- 8.5. The Buyer reserves the right to withdraw from the Agreement in case of issuing even an invalid decision of the court or other competent authority against the Seller, which could form the basis for the seizure of the Seller's assets, in order to meet or secure the third party's claims against the Seller.
- 8.6. The Buyer reserves the right to withdraw from the Agreement through fault of the Seller in particular in the following cases:
- 8.6.1. improper performance of contractual obligations by the Seller,
- 8.6.2. loss of the Seller's ability to perform the subject of the Agreement,
- 8.6.3. unjustified delay in performance of subject of the Agreement caused by the Seller,
- 8.6.4. the Seller's failure to observe the occupational health and safety and fire prevention regulations in the premises of ORLEN Południe S.A. (concerning the case of performance of the Agreement in the Purchaser's premises).
- 8.7. The contractual right to withdraw from the Agreement by the Buyer shall expire in 90 days from the delivery date specified in the Order.
- 8.8. The rights referred to above shall not exclude the Buyer's right to withdraw from the Agreement on the principles provided for in the Civil Code.

Section IX: GUARANTEES

- 9.1. The Seller guarantees that the Goods delivered within performance of the Agreement will be in accordance with the specifications, drawings and any other requirements of the Agreement and that they will be new, not used, of good quality, appropriate and suitable for their application provided in the Agreement, properly designed, constructed properly and with proper material, free of defects, and that they shall satisfactorily meet the technological requirements set out in the Agreement.
- 9.2. The Seller guarantees that the Goods will be made and, if it results from the Agreement, will be mounted/installed in accordance with legal regulations applicable in the Republic of Poland, including the provisions of occupational health and safety and fire protection, environmental protection, European Union standards and UDT/PED regulations and standards in force in the European Union.
- 9.3. Unless otherwise stated in the Agreement, the guarantee shall be valid for a period of 24 months from the date when the Parties sign the delivery and acceptance protocol or the document confirming delivery of the Goods, or in the case of delivery of Goods and Service - the Goods commissioning/installation protocol.
- 9.4. The Buyer shall make a claim concerning defects of the Goods immediately after identification of such defects. Within 2 days following the receipt of notification of

defects, the Seller shall inform the Buyer of the measures taken or the measures to be taken, as well as the time necessary for the removal of defects.

- 95.** In accordance with the provisions of this section, the Seller shall immediately repair or replace the Goods or their defective parts at its own expense, including the costs of dismantling and reassembly, the cost of travel and accommodation of the Seller's specialists. The items that were listed or to be listed by the Seller shall be placed at its disposal Ex Works "warehouse of the Buyer" or other place designated by the Buyer (INCOTERMS®2010). New items are to be delivered under DDP "facility of the Buyer or other place designated by the Buyer" (INCOTERMS®2010).
- 96.** If an inspection by the Seller is required prior to taking up actions concerning repair or replacement, the Seller shall perform the inspection at its own expense as soon as possible but not later than in 3 working days (excluding Saturdays) from the receipt of the complaint and after having informed the Buyer.
- 97.** If the complaint concerning the quality of the Goods made by Buyer is not recognized by the Seller, the results of analyzes of the Goods carried out by an independent laboratory, selected by both Parties, shall be binding and final. The Buyer shall bear the costs of such analyzes only if the analysis of the independent laboratory shows that the defect of the Goods was not due to reasons inherent in the sold Goods or other reasons for which the Seller bears responsibility. If the analysis of the independent laboratory does not reveal the reasons for the defect of the Goods, the cost of the analysis shall be shared equally by the Parties. In other cases, the costs of the analysis shall be borne by the Seller.
- 98.** The Buyer also has the right to carry out the repair and replacement of parts on its own or with the help of another entity if the repairs are minor or necessary in order to avoid further damage or have to be carried out immediately for another important reason. Application of the provision of the preceding sentence is conditional upon the prior notification of the Seller.
- 99.** If the Seller, being informed of the defect, does not take immediate steps to remove it within the period prescribed by the Buyer, the Buyer shall have the right to take all necessary actions to remove the damage at the expense and risk of the Seller. However, this shall not relieve the Seller of its contractual obligations.
- 100.** The Seller's guarantee on the Goods or a part thereof, which has been repaired or replaced in accordance with this section, shall be extended by further 24 months counted from the date of repair / replacement.
- 101.** The guarantee shall not affect the Purchaser's rights under the warranty for physical or legal defects of the Goods or the Goods and Service.

Section X: SERVICES

- 10.1.** The Agreement for the supply of the Goods may also include the obligation to perform the Services which in particular are provided by the Seller in the premises of the Purchaser's company. Unless the Order provides otherwise, it shall be assumed that:
- The value (price) of the Services shall be included in the price of the Goods under the Order.
 - All additional costs associated with the Services provided by the Seller, such as accommodation, travel, insurance, the Seller's personnel costs, etc. shall be borne by the Seller.
 - The rules of acceptance and payment for the Services whose value is not included in the price of the Goods shall be indicated separately in each case in the contents of the Order.
- 10.2.** In the case of foreign Sellers, the Buyer is entitled to deduct the amount of Polish corporate income tax (hereinafter referred to as "withholding tax") from the amount of payment for the Services due to the Seller if the Buyer is required to charge it under the provisions of Polish law. In order to apply an exemption or a reduced rate of withholding tax provided in an appropriate and binding agreement on avoidance of double taxation between Poland and the country of the Seller's registered office (tax residence), the Seller shall deliver to the Buyer the original or a notarized copy of its valid certificate of residence (i.e. the certificate of the Seller's registered office for the purposes of income tax, issued by the competent tax authority) together with the first invoice but no later than 5 working days before the deadline for payment of the first duties. The Seller's failure to present the certificate of residence within the period specified in the preceding sentence shall entitle the Buyer to deduct the withholding tax in the amount specified by provisions of Polish tax law from the amount of payments made to the Seller.
- 10.3.** In the case of foreign Sellers non being payers of income taxes (particularly partnerships), in order to apply an exemption or a reduced rate of withholding tax provided in an appropriate and binding agreement on avoidance of double taxation, the foreign Seller shall provide the original or a notarized copy of the valid certificate of residence of each of its partners/shareholders together with the first invoice, but no later than 5 working days before the deadline for payment of the first duties. The Seller's failure to present the certificate(s) of residence within the period specified in the preceding sentence shall entitle the Buyer to deduct the withholding tax in the amount specified by provisions of Polish tax law from the amount of payments made to the Seller. The foreign Seller, non being a payer of income tax, shall simultaneously provide a list of all partners authorized to the aforementioned payments by indicating the key of allocation of the abovementioned payments to individual partners/shareholders.
- 10.4.** In the case of each subsequent payment to the Seller, the Buyer shall apply the exemption or reduced rate of withholding tax provided in an appropriate and binding agreement on the avoidance of double taxation, only if it has got the original valid certificate of residence of the Seller (in the case referred to in par. 10.2) or the originals of valid certificates of residence of its partners/shareholders (in the case referred to in par. 10.3).
- 10.5.** "Valid certificate of residence" referred to in par. 10.2, 10.3 and 10.4 above, shall be understood (depending on the type of certificates issued by the country of registered office of the Seller or its partners/shareholders) as:
- certificate issued for the calendar year in which the payment deadline expires or
 - certificate whose validity period covers the payment deadline (no longer than within one year from the data of issuance of the certificate, unless the content of the certificate of residence specifies otherwise) or
 - certificate issued not earlier than 12 months before the due date if it is not issued for a particular calendar year and does not provide the period of validity in its content.
- 10.6.** In case of change of the data contained in the certificate(s) of residence held by the Seller and provided by the Seller (e.g. a change of the Seller's name, the address of its registered office, etc.), the Seller shall promptly (but not later than before the next payment) provide the Buyer with (a) valid certificate(s) containing updated data.
- 10.7.** The Buyer shall assume that the data contained in the certificate of residence provided by the foreign Seller are correct, up to date and correct, and the certificate has been issued in accordance with the relevant provisions of law and by an authorized authority. Where as a result of any defects, mistakes, errors or inaccuracy of data presented in the certificate the Buyer is obliged to pay withholding tax on the payments or to pay withholding tax in the amount higher than collected from the foreign Seller, or the Buyer is charged any penalties, interest, charges, etc. arising from the withholding tax paid in the amount lower than predicted or not charged at all despite such an obligation, the foreign Seller shall reimburse the Buyer for the equivalent of such tax and the equivalent of penalties, interest, charges, etc. imposed on the Buyer by tax authorities.
- 10.8.** In the case when the law indicates the Buyer as the entity liable to settle VAT, then the foreign Seller, established outside the territory of the Republic of Poland, shall conclude the annotation "reverse charge"/"reverse charge procedure" on the invoice documenting the performance of the Service. The Buyer shall settle VAT according to the aforementioned procedure.
- 10.9.** The Buyer declares that the Services performed by the Seller based outside the territory of the Republic of Poland are not purchased for personal purposes of the Buyer's employees and that the Services are purchased for the Buyer's registered office (permanent place of business) located on the territory of Poland.
- 10.10.** The day of performance of the last action within the scope of Service shall be the date of provision of the Service. The Parties confirm performance of the Services by the Seller by written delivery and acceptance protocol. The provisions of section VI shall apply accordingly.
- 10.11.** The Seller shall provide staff with the skills required for the proper and timely execution of the Service.
- 10.12.** The Seller shall obtain written consent of the Buyer for the assignment of the Services to subcontractors. Violation of this obligation by the Seller and entrusting the performance of the Services to sub-contractors, to which the Buyer has not express its consent, shall constitute a serious violation of the provisions of the Agreement and shall entitle the Buyer to:
- a. withdraw from the Agreement through the fault of the Seller. The right of withdrawal may be exercised until the delivery date specified in the Order,

- b. exercise the right referred to in par. 8.2.1. and 8.2.2. of the General Terms and Conditions.
- 10.13. Where performance of the Services requires cooperation of the Seller's and the Buyer's staff, the Seller shall be responsible for the correctness of guidelines and instructions given by its staff. Important assembly/services instructions should be provided by the Seller's staff in writing.
- 10.14. Unless the Parties agree otherwise in the contents of the Order, the Seller shall bear full responsibility for the damages and losses caused by the actions of the staff providing the Services, as well as resulting from improper instruction and guidance provided by the staff of the Seller.
- 10.15. The Seller warrants that its Services are provided properly and in accordance with the content of the Agreement. If any defects are found within 24 months following performance of the Service, the Seller shall immediately remove them at its own expense. The Seller shall be liable under the warranty as an entity accepting order under a contract of work for defects of the Services which should bring a specific result.
- 10.16. The Seller shall take out full insurance of its employees for the duration of performance of the Service in the Buyer's premises. The Seller shall also accept the risk of any consequences and claims related to:
- accidents of the Sellers' staff occurring during performance of the Service,
 - damages and losses caused by the Seller's staff, incurred by third parties, damage or destruction of tools and other equipment owned by or at the disposal of the Seller or its staff.
- 10.17. The Seller shall be liable and responsible for fulfilling all formalities, notification of the competent administrative bodies, obtaining the necessary permits and payment of any tax liabilities and amounts due to social security, employment of the Seller's staff to perform the Services at the Buyer's premises.
- 10.18. The Seller's staff shall comply with the regulations in force at the Buyer's premises, in particular with the Environmental, Health and Safety Rules and Regulations on the premises in ORLEN Południe S.A.. The Seller shall confirm being familiar with the abovementioned document upon request of the Buyer under penalty of withdrawal from the Agreement.
- 10.19. In all matters not provided for in this Section, the Services are subject to the provisions of these General Terms and Conditions relating to the supply of the Goods.

Section XI: LIABILITY

- 11.1. The Seller shall relieve the Buyer from all and any obligations towards third parties relating to any personal injury whatsoever or damage to the environment caused by the Goods or in connection with their use as a result of defects inherent in the Goods or the performed Services.
- 11.2. If the damage caused to the Buyer as a result of breach of the Agreement by the Seller is higher than the amount of contractual penalties stipulated for such a violation, the buyer shall have the right to claim compensation in this respect on the general principles laid down in the Polish common law.
- 11.3. In the case the Seller is imposed the contractual penalties stipulated in the Agreement or causes damage to the Buyer, the Seller shall pay such penalties by bank transfer within 14 days from the date of issue of accounting (debit) note by the Buyer. The Buyer is also entitled to deduct the amount equivalent to the contractual penalties or the compensation from the amount of payment under the Agreement. The Buyer shall issue a debit note amounting to the sum of contractual penalties, which forms the basis for deductions.
- 11.4. The Seller undertakes to provide the Buyer with necessary, complete, accurate and true data and/or statements, in order to perform the obligations imposed on the receiving entity, in accordance with the Act on Road and Rail Transport Monitoring System of 09.03.2017, as amended (hereinafter referred to as the "Monitoring Act"). In particular, after submitting the notification in the SENT system, the Seller shall provide the Buyer with the reference number and authentication key to the e-mail address sentbio.poludnie@orlen.pl.
- 11.5. The Seller undertakes to pay to the Buyer the contractual penalty in the amount equal to the final and legally valid administrative penalty imposed on the Buyer by the head of the Tax and Customs Office in the amount of 46% of the gross value of the transported goods, subject to the obligation of notification in accordance with the Monitoring Act, not lower than PLN 20,000 or 46% of the difference in the gross value of the notified goods and the goods actually transported, subject to the obligation of notification, not lower than PLN 20,000 or PLN 10,000, pursuant to art. 21 and 24 of the Monitoring Act, in connection with finding by the head of the Tax and Customs Office the violation of the Monitoring Act, resulting from the provision of false, incomplete data or statements or failure to provide data or statements. The contractual penalty shall be paid within 7 calendar days from the date of receipt by the Seller of the Buyer's notice, to the bank account indicated in the notice.
- 11.6. The Seller also undertakes to reimburse any other amounts paid by the Buyer, resulting from the provision of false or incomplete data or statements or failure to provide data or statements by the Seller, in particular fees for removing, guarding and storing the means of transport or the goods in a designated place, in accordance with art. 17 of the Monitoring Act. The Seller undertakes to pay the aforementioned amounts within 7 calendar days from the date of receipt of the Buyer's notice, to the bank account indicated in the notice.
- 11.7. The Buyer has the right to claim damages from the Seller for non-performance or improper performance of this Agreement on general terms, due to the acknowledged violation of the Monitoring Act by the Buyer, resulting from the provision of false, incomplete data or statements or failure to provide data or statements by the Seller, necessary to perform the obligations imposed on the receiving entity in accordance with the Monitoring Act.
- 11.8. The Buyer has the right to choose whether it uses the mode of calculation of contractual penalties and possibly claims supplementary compensation, or whether it separately claims damages for non-performance or improper performance of this Agreement by the Seller, within the scope of obligations resulting from par. 11.4 above.

Section XII: FINAL PROVISIONS

- 12.1. The Buyer reserves the right to conclude the Agreement on behalf of the subsidiary of the Buyer, that is Energomedica sp. z o.o. In such a situation, the rights of the Buyer can be exercised by the given company or ORLEN Południe S.A. acting as a proxy.
- 12.2. The following appendices constitute an integral part of the General Terms and Conditions
- 12.2.1. White List clause
 - 12.2.2. Confidentiality rules and exchange clause
 - 12.2.3. MAR Clause – Information Note regarding disclosure requirements of public company
 - 12.2.4. External communication clause
 - 12.2.5. Personal Data Protection clause
 - 12.2.6. Anti-corruption clause
 - 12.2.7. Transfer pricing clause
 - 12.2.8. ORLEN Group Clause
- 12.3. All matters not regulated by this Agreement shall be governed by Polish law, in particular the Polish Civil Code, while in the Agreements with businesses established outside the territory of Poland, in the signatory countries of the UN Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980, also the provisions of this Convention shall apply to the extent not excluded by the provisions of the Agreement.
- 12.4. Any disputes arising from the Agreement relating in particular to its conclusion, breach, expiration, termination and cancellation, shall be settled by a court of general jurisdiction over the seat of the Buyer.
- 12.5. Unless the mandatory regulations provide otherwise, all conditions, amendments and additions to the Agreement shall be valid only when confirmed in writing by both Parties.