

Fatty Acid Methyl Esters Framework Contract

No. 35000.....

concluded in Płock, by and between:

ORLEN Spółka Akcyjna with its registered office in Płock at the following address: ul. Chemików 7, 09-411 Płock, entered into the Register of Entrepreneurs kept by the District Court for Łódź - Śródmieście, XX Commercial Division – National Court Register under KRS no. 0000028860, NIP no. 774-00-01-454, with fully paid-up share capital PLN 1.451.177.561,25, BDO: 000007103, represented by:

.....
.....

hereinafter referred to as the “**Buyer**” or “**ORLEN S.A.**”.

and

....., with its registered office in....., represented by:

.....

hereinafter referred to as the “**Seller**” or “.....”.

The **Parties** have agreed as follows:

Definitions: §1.

In this **Contract**, unless the context otherwise requires, the following terms shall have the meaning specified below:

Parties	– mean the Buyer and the Seller as parties to the Contract , appropriately jointly or separately.
Contract	– means this framework agreement, together with appendices constituting its integral parts.
Product	– means rapeseed methyl esters (RME , FAME-10 , FAME 0) produced by the Seller according to the Buyer 's requirements, in conformity with Appendix No. 1 to the Contract , which may be used as a) component of diesel fuel (biocomponent) b) self-contained liquid fuel (BIO 100), CN 3826 00 10, listed in the Regulation of the Minister of State Assets of 27 November 2019 on the detailed list of liquid fuels, whose production, storage or handling, transmission, or distribution, trade, including foreign trade requires a license and whose import requires entry in the register of importing entities (consolidated text: Journal of Laws of 2025, item 1334). Product meets sustainable development criteria specified Articles 28ba - 28bcb and 28bcc 28bcc (iFtem 1) (if the below mentioned Act requires) and meeting the greenhouse gas (GHG) emission reduction criterion specified in Article 28b of the Act of August 25, 2006 on bio-components and liquid biofuels, (consolidated text: Journal of Laws of 2025, item 901 as amended) implementing Article 29(2)-(7) and (10) of Directive 2018/2001/EC of the European Parliament and of the Council of December 11, 2018 on the promotion of the use of energy from renewable sources, as amended, including amendments resulting from Directive (EU) 2023/2413 of the European Parliament and of the Council of October 18, 2023 (hereinafter: “Directive 2018/2001/EC”).
RME	– methyl esters of fatty acids produced by the Seller on the basis of rapeseed oil only, in conformity with Appendix No. 1 to the Contract .
FAME-10	– fatty acid methyl esters produced by the Seller in conformity with Appendix No. 1 to the Contract .

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- FAME-0** – fatty acid methyl esters produced by the **Seller** in conformity with Appendix No. 1 to the **Contract**.
- Double counted Product - Product** produced from raw materials listed in the Act on biocomponents and liquid biofuels dd. on the 25th of August 2006 (consolidated text: Journal of Laws of 2025, item 901 as amended) in A or B of Annex no. 1 reflecting the appropriate provisions stipulated in Part A or B of Annex IX of Directive 2018/2001/EC, which is confirmed by **PoS** document. The **Supplier** is obliged to confirm in **PoS** document that the **Product** meets the necessary conditions to be treated as double-counted for the implementation of the Polish biomandate by the annotation "biocomponent double-counted from the raw material in accordance with Annex no. IX, Part..., item ..., (for raw materials with waste status, it is required to specify the appropriate waste code)". In case of using used cooking oil (UCO), the Buyer reserves that, in accordance with the new wording of Art. 1 sec. 2 item 32c of the aforementioned Act, in force as of 1 January 2026, used cooking oil shall not be considered to be oil, fat or a mixture thereof, the quantity or value of which exceeds the quantity or value of the main product resulting from activities carried out in connection with the production or processing of food products. **Double counted Product** towards the implementation of the Polish biomandate does not include biocomponents manufactured from natural food raw materials which, as a result of intentional or unintentional action, including failure to ensure appropriate conditions for production, storage, transport or processing, not resulting from force majeure, have acquired features that make them unsuitable for consumption or have ceased to meet the requirements allowing these raw materials for consumption (Article 23, paragraph 2a of the aforementioned Act, in force as of 1 January 2026) fail to be recognized as **Double counted Product** towards the implementation of the Polish biomandate.
- Product batch** – quantity of the **Product** delivered to the place of delivery specified by the **Buyer**, confirmed with a report of receipt or a document substituting the report of receipt (in case of the unavailability **EMCS**).
- Delivery time** – will be specified in a given **Commercial agreement**.
- Accounting Period** – period 1 (one) calendar month which deliveries of the **Product** shall take place.
- Commercial agreement** – means a document signed by the **Parties**, which the sample is contained in Appendix No. 2 to the **Contract**, referring to the **Contract**, containing all details concerning the purchase of the **Product**, prepared on the basis and conditions specified in offer placed by **Seller**.
- Purchase Order** – means the monthly delivery schedule of the **Product** with the number generated by the **Buyer's** SAP system, sent monthly by the **Buyer** to the **Seller**, prepared on the basis of and under the conditions specified in the **Contract / Commercial Agreement**
- EMCS** - The Excise Movement and Control System used to carry out movements of excise goods under suspended excise tax collection with using **e-AD** or beside this procedure (the excise immunity or with 0 PLN excise rate) with usage of e-DD.
- e-AD** – an electronic administrative documents on whose basis excise products are moved via the EMCS system.
- Receipt report** - a report submitted via the EMCS System proving that the movement of excise goods has been completed with the use of the excise duty suspension arrangement.
- PoS** – Proof of Sustainability, document confirming that the presented volume meets the sustainability criteria specified in Article 29(2-7) (for applicable feedstocks) and meets the greenhouse gas (GHG) emission reduction criterion specified in Article 29 (10) of Directive 2018/2001/EC and compatible with the definition of the authentication ("poświadczenie") referred to the Act of 25 August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2025, item 901 as amended).
- e-PoS system** - Electronic registration system of Proof of Sustainability documents by ORLEN S.A., which allows the registration of Proofs of Sustainability by suppliers the goods supplied to ORLEN S.A.
- e-POS application** – application administered by ORLEN S.A. made available for suppliers to register **PoS** document for delivered to ORLEN S.A. **Product** under the following address e-pos@orlen.pl, (e-mail contact address: e-pos@orlen.pl). The **Buyer** makes "e-PoS system's manual" available for the **Seller** by means of sending it to the indicated e-mail address and will thrash the terms of use out in due course.
- Nabisy database** - database for sustainable biomass in the Federal Republic of Germany, operated by the Federal Office for Agriculture and Food (BLE). To use **Nabisy database** prior registration in the Office of BLE is required. The database is available at: www.nabisy.ble.de

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Approved Certification Scheme – sustainable criteria certification scheme, guaranteeing the fulfilment of sustainability criteria and the greenhouse gas (GHG) emission reduction criterion as per Directive 2018/2001/EC of the European Parliament and of the Council of December 11, 2018 on the promotion of the use of energy from renewable sources, as amended, including amendments resulting from Directive (EU) 2023/2413 of the European Parliament and of the Council of October 18, 2023 (hereinafter: “Directive 2018/2001/EC”), recognized by the European Commission through the decision, compatible with the definition of recognized certification scheme (“uznany system certyfikacji”) referred to the Act of 25 August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2025, item 901 as amended).

Subject Matter of the Contract

§2.

1. The subject matter of the **Contract** is the determination of general terms for the sale of the **Product** specified in §1 of the **Contract** by the **Seller** to the **Buyer**, under conditions specified in the **Contract**.
2. The **Parties** agree that incurring embodied a commitment to supply the **Product** and payment the price for it will be followed each time by signing by the **Parties Commercial agreement**.

Price

§3.

1. The price for the delivered **batch of the Product** shall be determined in conformity with principles specified in a **Commercial agreement** to the **Contract**.
2. The **Parties** agree that the unitary price of the **Product** shall be the price for one (1) cubic meter (m³) in temperature 15°C.
3. Finally, the unitary price, as well as the value of the **Product**, shall be rounded to the second decimal place.

Schedule, Place and Manner of Delivery

§4.

1. General terms for deliveries
 - 1.1. The delivery of the Product shall be performed on the basis of:
 - a) the applicable Commercial Agreement
 - b) the Framework Contract
2. Manner of delivery
 - 2.1. A delivery of the Product will be carried out under DDP/CIF Buyer's and/or FCA/FOB Seller's conditions, according to INCOTERMS 2020.
 - 2.2. The **Seller** shall deliver the **Product** to the **Buyer** according to the delivery manner: road tanks and/or rail tanks and/or vessels, in conformity with the schedule described in paragraph 4 section 6.
 - 2.3. Delivery terms will be specified in the monthly schedule.
3. Place of delivery and place of loading
 - 3.1. The delivery place of Product will be the following in Appendix No. 12.
 - 3.2. The driver is obliged to observe safety regulations applicable on the premises of Fuel Terminals/Fuel Bases – Appendix No. 6 a) to the **Contract**, whereas during the delivery process to PERN S.A. Fuel Bases the regulations included in the Appendix No. 6 b) to the **Contract**.
 - 3.3. In the Commercial agreement referred to in paragraph 4 section 6.1, the Buyer shall contain the following data: pricing formula, quantity of Product, delivery time while planned places of delivery, dates and manner (road tank/rail tank/vessel) of delivery, as well as supply base in accordance with INCOTERMS 2020 will be indicated in monthly schedule.
 - 3.4. The Seller declares that exclusively below listed excise tax warehouse numbers/number will be used for the purpose of product supplies to ORLEN S.A.. Each excise tax number should correspond with production site declared for contract execution. Any change in this respect can only be done upon Buyer's written confirmation
Excise tax warehouse number:
4. Certification
 - 4.1. As far as deliveries of the Product are concerned, the Seller declares that the Seller has the status of a manufacturer within the meaning of the Act of August 25, 2006 on biocomponents and liquid

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biofuels (consolidated text: Journal of Laws of 2025 item 901 as amended) and is entered in the register of producers under the registration number [.....] and undertakes to have this status for the duration of the Contract. As far as deliveries of the Product are concerned, the Seller declares that the Seller will have a valid certificate for a certification system recognized by the European Commission ("EC"), at the moment of dispatch of the Product to the Buyer, and if the date of expiry of the certificate approaches, the Seller undertakes to present a new certificate no later than before the expiry of the valid certificate. In case of Product manufactured in Poland the Buyer will recognize only those certificates, whose administrators are registered in the National Center for Agricultural Support (KOWR).

- 4.2. The Seller is obliged to promptly send a copy of the certificate to the Buyer each time any changes are introduced to the certificate (change in validity period, in scope of the certificate, etc.) and to promptly notify the Buyer if the certification is lost. If the Seller loses the certificate or the voluntary scheme of certification is not registered in the National Center for Agricultural Support (KOWR) or the administrator is not registered in the National Center for Agricultural Support (KOWR), or issuance of the certificate within not recognized a certification system the Buyer shall be authorised to terminate the Contract with immediate effect. The Seller represents and warrants that it holds sustainability certificate No. issued under a certification scheme recognized by the European Commission, which is available in the publicly accessible online register maintained by
- 4.3. The Seller is obliged to promptly send a copy of the certificate to the Buyer each time any changes are introduced to the certificate (change in validity period, in scope of the certificate, etc.) and to promptly notify the Buyer if the certification is lost. If the Seller loses the certificate or the voluntary scheme of certification is not registered in the National Center for Agricultural Support (KOWR) or the administrator is not registered in the National Center for Agricultural Support (KOWR), or issuance of the certificate within not recognized a certification system the Buyer shall be authorised to terminate the Contract with immediate effect.
- 4.4. In the event that the requirements specified in Article 28r of the Act on Biocomponents and Liquid Biofuels enter into force, a certification body shall be obliged to meet one of the requirements imposed on certification bodies under the EU implementing acts issued on the basis of Article 30(8) of Directive (EU) 2018/2001 (as in force on 7 June 2022), which include:
 - a) holding accreditation within the meaning of Article 4(1) of the Act on Conformity Assessment and Market Surveillance (Journal of Laws of 2025, item 568), hereinafter referred to as "accreditation", granted by the Polish Accreditation Centre or another national accreditation body within the meaning of Article 2(11) of Regulation (EC) No 765/2008 of the European Parliament and of the Council of 9 July 2008 setting out the requirements for accreditation and market surveillance relating to the marketing of products and repealing Regulation (EEC) No 339/93 (OJ L 218, 13.8.2008, p. 30, as amended) in the field of sustainable production certification of biocomponents, bioliquids and biomass-based fuels for the purposes specified in Directive (EU) 2018/2001 (as in force on 7 June 2022), or
 - b) being recognized by the competent authority within the scope covered by Directive (EU) 2018/2001 (as in force on 7 June 2022) or within the defined scope of a voluntary scheme.
5. Other delivery issues
 - 5.1. In documents related to the receipt of the Product and in any correspondence, the number of the Frame Contract and the number of the Commercial agreement and the Purchase Order number with the indication of the order items generated in Buyer's SAP system for the month related to a given delivery of Product shall each time be mentioned.
6. Schedule
 - 6.1. In respect of DDP and FCA deliveries
 - 6.1.1. Deliveries of the Product will each time be conducted under a Commercial agreement and in accordance with the monthly schedule provided by the Buyer until the 26th day of the month preceding the delivery month.
 - Deliveries scheduled between the 1st and 10th day of a month shall be deemed firm,
 - Deliveries scheduled between the 11th day and the end of the month shall be indicative and subject to adjustment upon mutual agreement of the Parties.
 - 6.1.2. Indicative delivery schedule shall be updated (timelines and volumes) and sent by The Buyer after mutual:
 - by the 5th day of the month for deliveries planned between the 10th and 20th day of that month; and
 - by the 15th day of the month for deliveries planned between the 21st day and the end of that month.

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- 6.1.3. For deliveries based on FCA, on the last decade of the month preceding the month of deliveries, the Seller will present to the Buyer proposed loading windows, dates and times of delivery of empty wagons and collection of loaded wagons.
- 6.1.4. The Seller shall ensure that the Buyer receives the Product in accordance with the schedule referred to in paragraph 4 section 6.1. The monthly forecast mentioned in paragraph 4 section 6.1 shall include estimated quantity of the Product (type) in a unit of measurement, as well as the place, date and manner (road tank/rail tank) of delivery.
- 6.1.5. The Seller guarantees to deliver the quantity of the Product specified in the schedule to the place of delivery. The delivered quantities may differ by +/- 5% compared to the quantities specified in the schedule, which may result from logistics conditions, i.e. loading and transport.
- 6.1.6. In the event of having/disposing of several tax warehouses (place of production of the biocomponent), the Seller shall inform the Buyer from which warehouse the Products will be delivered at least 10 days before the beginning of the delivery month.
- 6.1.7. A change of the delivery date and volumes specified in the schedule, referred to in paragraph 4 section 6.1, at the Seller's request requires a consent of the Buyer expressed without delay by e-mail.
- 6.2. In respect of CIF/FOB deliveries
 - 6.2.1. If not otherwise defined in a relevant Commercial Agreement, the applicable Incoterms 2020 delivery basis shall be CIF one safe port / one safe berth Gdynia or Gdańsk and/or FOB ARA one safe port, one safe berth at the Buyer's option.
 - 6.2.2. The Buyer shall notify the Seller by e-mail of the selected delivery option no later than the end of M-2 where M is the nominated month of loading.
 - 6.2.3. CIF – Schedule
 - 6.2.3.1. By the 20th day of M-1 (where M is the month of loading), the Buyer shall nominate a 5 (five)-day indicative discharge window for the delivery month, which shall be confirmed by Seller within 2 (two) working days from receipt of such nomination. No later than 10 (ten) days before the first day of such window, the Buyer shall narrow it to 3 (three) laydays, as reflected in the documentary instructions and discharge orders, and the Seller shall confirm such narrowed window within 1 (one) working day from receipt. The final quantity shall be declared by the Buyer no later than 5 (five) calendar days prior to the first layday.
 - 6.2.3.2. Where the Contract specifies more than one discharge terminal, the Buyer may nominate any of the agreed discharge terminals. The Buyer shall notify the Seller of the selected discharge port, and any change thereof, no later than fourteen (14) days before the scheduled loading date. Any such change shall be subject to the Seller's confirmation.
 - 6.2.4. FOB – Schedule
 - 6.2.4.1. By the 20th day of M-1, (where M is the month of loading), the Buyer shall nominate an indicative five (5)-day loading window for the delivery month, which shall be confirmed by Seller within 2 (two) working days from receipt of such nomination. No later than 10 (ten) days prior to the first day of the indicative loading window, the Buyer shall narrow the window to two (2) definite laydays, which shall be reconfirmed in documentary instructions, and Seller shall confirm such narrowed window within 1 (one) working day from receipt. The final contractual quantity to be delivered shall be declared by the Buyer no later than five (5) calendar days prior to the first layday.
 - 6.2.4.2. Where the Contract specifies more than one loading terminal, the Seller may nominate any of the agreed loading terminals. The Seller shall notify the Buyer of the selected loading terminal, and any change thereof, no later than fourteen (14) days before the scheduled loading date.

Terms and conditions of delivery of the Product

§ 5.

- 5.1 **DDP.** The following provisions apply to DDP deliveries according to INCOTERMS 2020
- 1. The **Seller** undertakes to ensure a sufficient number of means of transport (rail tanks/road tanks) appropriate to transport the contracted quantity of **Product**, guaranteeing deliveries of the **Product** consistent with the conditions and dates agreed upon by the **Parties**. Furthermore, the **Seller** guarantees a proper technical condition and cleanness of rail tanks/road tanks. Operations and

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- reloading of rail tanks on sidings falls within the scope of responsibilities of the **Buyer**, as well as of external Fuel Bases/siding operators acting on their behalf, and take place at the **Buyer's** expense.
2. The **Seller** shall to deliver rail tanks loaded with the **Product** to delivery and receipt points according to Appendix No. 12 of the **Contract** within the time window specified by the **Buyer**, i.e. the planned time of readiness to receive the **Product** from the carrier +/-1 one hour. The punctuality of rail tank deliveries should be at least 50%. The **Buyer** guarantees the receipt of loaded rail tanks from the **Seller** within a 2-hour time window mentioned above. If a delivery takes place outside the specified time window, the receipt of loaded rail tanks shall be performed by the **Buyer/siding operator/external Fuel Base** if possible.
 3. The **Seller** shall to collect empty rail tanks from delivery and receipt points specified in Appendix No. 12 of the **Contract** within the time window specified by the **Buyer**, i.e. the planned time of readiness to hand the tanks over to the carrier +/-1 one hour. The punctuality of rail tank collection should be at least 50%. The **Buyer** guarantees the provision of empty rail tanks for the **Seller** within a 2-hour time window mentioned above. In the case of the **Seller's** readiness to collect rail tanks outside the specified time window, the provision of empty rail tanks shall be ensured by the **Buyer/siding operator/external Fuel Base** if possible.
 4. The **Buyer** shall agree with the **Seller** the schedule of return of empty rail tanks together with the schedule referred to in §4(6) of the **Contract**. The schedule of return of empty rail tanks covers the delivery schedule plus the free time for unloading presented in Appendix No. 4 to the **Contract**.
 5. The **Seller** shall check the technical condition of rail tanks while collecting them from the **Buyer/siding operator/external Fuel Base**. If a damage or lack of rail tank's component is stated, the **Seller** shall promptly mention that fact on delivery and acceptance documents, notify the **Buyer** and send original delivery and acceptance documents or their certified true copies to the **Buyer** in order to document that the damage took place during the handing over of the rail tanks. In the case of a failure to perform the activities specified in this section, which would make it impossible for the **Buyer** to lodge a complaint to the siding operator/external Fuel Base, all financial consequences of the failure shall be borne by the **Seller** (i.e. it is assumed that the **Seller** is responsible for a given damage or lack of rail tank's component).
 6. In the case of a lack of possibility to unload a rail tank due to reasons attributable to the **Seller**, the **Seller** shall be requested to conduct necessary works allowing to unload the tank on a siding of the **Buyer/external Fuel Base** within two (2) days from the moment in which the **Buyer** conveys the request. In the case of failure to conduct necessary works mentioned in the previous sentence within two (2) days or of their inefficiency, the unloaded rail tank shall be directed back to the **Seller** at the **Seller's** expense, unless otherwise agreed by the **Parties**.
 7. If a rail tank kept by the **Buyer**, a siding operator engaged by the **Buyer** or an external Fuel Base, is damaged, and the damage qualifies the rail tank for scraping, the **Buyer** shall pay, under a debit note issued by the **Seller**, monetary damages in the amount equivalent to the market value of a rail tank with the same technical and operational parameters as the damaged one to the bank account indicated by the **Seller**, pursuant to the provisions of the AVV Agreement (General Agreement on the Use of Freight Wagons). The damages shall be payable within thirty (30) days from the receipt of the debit note from the **Seller**.
 8. In the case of a damage of the rail tank kept by the **Buyer/siding operator/external Fuel Base** other than the one specified in section 7 of this paragraph, the **Buyer** shall bear documented costs of repair of the stated rail tank's damage. The **Buyer**, siding operator or Fuel Base cannot have a rail tank repaired without the **Seller's** consent. To the repair of rail tanks provisions of the AVV Agreement shall apply.
 9. To all other matters concerning the responsibility for rail tanks not regulated herein provisions of the AVV Agreement shall apply.
 10. From the moment of handing over by the **Seller** of a rail tank and its load to the **Buyer/siding operator/external Fuel Base** to the moment of collection of the rail tank by the **Seller** from the **Buyer/siding operator/external Fuel Base**, the **Buyer** shall bear the following risks and responsibilities:
 1. Risk related to the use of the rail tank (in particular in the event of an inappropriate handling of the rail tank during the unloading process).
 2. Liability for loss or damage to the rail tank.
 3. Liability for damages caused by the rail tank or by its load.
 4. The **Seller** shall bear the risk and responsibility for damages caused to the **Buyer** and to third parties by the rail tank or by its load before it is conveyed to the **Buyer/siding operator/external Fuel Base** and after it is collected from the **Buyer/siding operator/external Fuel Base**, as well

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as in situations described in section 10 points 10.1, 10.2 and 10.3 of this paragraph, provided that the events were caused by reasons attributable to the **Seller** (including their carrier).

11. The Product shall not be considered delivered if all the required accompanying documents – i.e. for DDP terms of delivery: certificates of analyses of a given Product batch, e-AD print with an assigned reference number ARC/EMCS or a document substituting the e-AD, loading/weight report with a list of all rail tanks, consignment note; and additionally - completed consignment note concerning the return of empty rail tanks with an indication of the sender - Seller for deliveries organized under the terms of INCOTERMS 2020 DDP Buyer – are not provided to the Buyer with regard to each Product batch of the delivered Product. The certificate of analysis should be issued by the Seller to each delivery of the Product and should include the certificate number, delivery certificate number, qualifying unit, tank number, product name, sampling date, test report for parameters described in Appendix 1 to the Contract, date of approval of the certificate, Product qualified on the basis (norm), approved by (name and surname).
Before the first planned delivery of the Product, the Seller shall be obliged to deliver – by electronic means, at least 48 hours in advance – a data sheet in Polish and a classification of the Product according to the CN code. The Seller shall update the data sheet in conformity with applicable provisions of law. In the case of the Seller's failure to meet the requirement, the Buyer may refuse to receive the Product.
As far as received an electronic copy of documents (certificate of analyses, loading/weight report) is concerned, the Seller – at the Buyer's request – shall certify their compliance with the original
12. If deliveries are performed by rail, the Seller must absolutely include a numerical list of each rail tank in the fields e-AD:
- 16b "Designation of transport units" numerical listing of each rail tank,
- 16d purchase number in the format #32000.....
If deliveries are performed by truck, the Seller must absolutely include in e-AD as following:
- 16b - tractor number / trailer no. respectively - always the first tractor number;
- 16d – purchase order number in the format # 32000....., always the last entry in this order.
- 16f - driver's full name in the # name and surname format, always the last entry in this position.
A Seller who in the case of truck's delivery does not enter the above data to the e-AD, is obliged to send it via e-mail to the addresses CBOK@orlen.pl and delivery@orlen.pl.
13. The delivery date for DDP shall be the date of receipt (date, hour) of the Product by the Buyer at the place of delivery indicated in the Delivery schedule (in the case of rail deliveries, it is the date of receipt stipulated on the consignment note) confirmed by an e-AD receipt report (or a document substituting the report of receipt), together with all the documents required by the Buyer, in accordance with section 11 and 12 of this paragraph.
14. For the rail deliveries based on DDP INCOTERMS 2020 organization of receiving of empty rail tanks and preparing the necessary transport documentation in accordance with applicable provisions of law is on the Seller's side. Seller with the consent of the Buyer in writing (at the base of delivery DDP INCOTERMS 2020) may authorize the Buyer to complete on behalf of the Seller, the consignment note in the field: the place of expedition, date of expedition, time of expedition, numbers tanker loaded / empty, Tara tanker, Tara Supplies, Net Weight tanker, Net Weight Delivery Weight gross tanker, Weight gross Supplies. The remaining spaces of consignment note (not listed above) will be completed in accordance with the model sent by the Seller. The Seller or any other relevant party will be of Sender indicated on the above consignment.
15. In case of DDP deliveries, the **Product** shall be delivered at the expense and risk of the **Seller**, by means of the **Seller's** own and/or leased means of transport specified in the **Purchase Order / schedule**, in conformity with paragraph 4 section 6.1 and 6.2, unless otherwise agreed by the **Parties**. Before dispatch (road tank/rail tank), the **Seller** shall notify the **Buyer** about the type/kind of road tank/rail tank and to receive a confirmation of the possibility of its unloading from the **Buyer**. The **Seller** shall bear full responsibility and incur any costs related to a lack of possibility to unload rail tanks/road tanks due to reasons attributable to the **Seller**. The Buyer determined max. total mass and total length of the RTC in the Appendix No. 4 (column No. 3).
16. In case of DDP deliveries, the Buyer reserves the right to change places of delivery indicated in Appendix No. 12 of this paragraph during the term of this Contract. If a place of delivery different than those listed in Appendix No. 12 of this paragraph is indicated, the Parties shall agree on costs of delivery to the new place of delivery within the framework of an annex to the Commercial agreement.
17. In case of rail tanks/road tanks DDP deliveries, the Seller is obliged to announce the term of arrival of a loaded train to a Fuel Terminal/Fuel Base and to indicate the carrier, the number (or numbers of the train), an estimated time of arrival to the Fuel Terminal/Fuel Base, and a numerical list of rail

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- tanks. The Buyer and Seller shall agree on the date for collection of the empty rail tanks from the collection point. The Seller undertakes to collect the empty rail tanks within this date.
18. In case of rail tanks/road tanks DDP deliveries, if the Seller's carrier uses services of subcontractors, the Seller shall be obliged to inform a given Fuel Terminal/Fuel Base about that fact and to include appropriate mentions in transport documents. The Seller is obliged to provide the Statement of consent of the disclosure of data by the carrier regarding rail shipments tracking on the PKP PLK SA network, which is attached as Appendix 7 to this contract.
 19. In case of DDP deliveries, the Seller is obliged to attach completed consignment notes for the return of empty rail tanks.
 20. The **Buyer** reserves the right to introduce an Internet application for planning deliveries of the **Product** by road transport. Places of delivery of the **Product** are listed in Appendix No. 12 of the **Contract**. The **Seller** shall be informed about the introduction and provided with a detailed description of the application 3 months in advance. The **Seller** undertakes to use the application for **Product** delivery planning after its introduction but not later than 30 days from the moment of the training provided by the Buyer to the Seller. Once the application is implemented, the **Seller's** carrier will be obliged to complete Appendixes No. 9 and No. 10 to this **Contract**.
- 5.2 **FCA**. The following provisions apply to FCA deliveries according to INCOTERMS 2020
1. The **Buyer** guarantees a proper technical condition and cleanness of rail tanks/road tanks. Operations and reloading of rail tanks on sidings falls within the scope of responsibilities of the **Seller**, and take place at the **Seller's** expense
 2. The Buyer will deliver empty rail tankers for loading the Product to the delivery and acceptance points specified below and on the dates agreed in the schedule. Address of the place of positioning empty tank wagons for loading under deliveries made on FCA terms: (Address, station name and station code/number).
 3. The **Seller** shall check the technical condition of rail tanks while collecting them from the **Buyer**. If a damage or lack of rail tank's component is stated, the **Seller** shall promptly mention that fact on delivery and acceptance documents, notify the **Buyer** and send original delivery and acceptance documents or their certified true copies to the **Buyer** in order to document that the damage took place during the handing over of the rail tanks. In the case of a failure to perform the activities specified in this section, which would make it impossible for the **Buyer** to lodge a complaint to the siding operator/external Fuel Base, all financial consequences of the failure shall be borne by the **Seller** (i.e. it is assumed that the **Seller** is responsible for a given damage or lack of rail tank's component).
 4. If a rail tank kept by the **Seller** is damaged, and the damage qualifies the rail tank for scraping, the **Seller** shall pay, under a debit note issued by the **Buyer**, monetary damages in the amount equivalent to the market value of a rail tank with the same technical and operational parameters as the damaged one to the bank account indicated by the **Buyer**, pursuant to the provisions of the AVV Agreement (General Agreement on the Use of Freight Wagons). The damages shall be payable within twenty one (21) days from the receipt of the debit note from the **Buyer**.
 5. In the case of a damage of the rail tank kept by the **Seller** one specified in section 4 of this paragraph, the **Seller** shall bear documented costs of repair of the stated rail tank's damage. The **Seller** cannot have a rail tank repaired without the **Buyer's** consent. To the repair of rail tanks provisions of the AVV Agreement shall apply.
 6. The **Buyer** reserves the right to introduce an Internet application for planning deliveries of the **Product** by road transport. Places of delivery of the **Product** are listed in Att.12 of the **Contract**. The **Seller** shall be informed about the introduction and provided with a detailed description of the application 1 month in advance. The **Seller** undertakes to use the application for **Product** delivery planning after its introduction but not later than 30 days from the moment of the training provided by the Buyer to the Seller. Once the application is implemented, the **Seller's** carrier will be obliged to complete Appendixes No. 9 and No. 10 to this **Contract**.
 7. The Product shall not be considered delivered if all the required accompanying documents – i.e. for FCA terms of delivery: certificates of analyses of a given Product batch, e-AD print with an assigned reference number ARC/EMCS or a document substituting the e-AD, loading/weight report with a list of all rail tanks, consignment note; for FCA deliveries, completed Excel file in accordance to Appendix 16. The certificate of analysis should be issued by the Seller to each delivery of the Product and should include the certificate number, delivery certificate number, qualifying unit, tank number, product name, sampling date, test report for parameters described in Appendix 1 to the Contract, date of approval of the certificate, Product qualified on the basis (norm), approved by (name and surname). Before the first planned delivery of the Product, the Seller shall be obliged to deliver – by electronic means, at least 48 hours in advance – a data sheet in Polish and a classification of the

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Product according to the CN code. The Seller shall update the data sheet in conformity with applicable provisions of law. In the case of the Seller's failure to meet the requirement, the Buyer may refuse to receive the Product.

As far as received an electronic copy of documents (certificate of analyses, loading/weight report) is concerned, the Seller – at the Buyer's request – shall certify their compliance with the original

8. If deliveries are performed by rail, the Seller must absolutely include a numerical list of each rail tank in the fields e-AD:

- 16b "Designation of transport units" numerical listing of each rail tank,
- 16d purchase number in the format #32000.....

If deliveries are performed by truck, the Seller must absolutely include in e-AD as following:

- 16b - tractor number / trailer no. respectively - always the first tractor number;
- 16d – purchase order number in the format # 32000....., always the last entry in this order.
- 16f - driver's full name in the # name and surname format, always the last entry in this position.

A Seller who in the case of truck's delivery does not enter the above data to the e-AD, is obliged to send it via e-mail to the addresses CBOK@orlen.pl and delivery@orlen.pl.

9. For FCA terms of delivery, the delivery date shall be the data of the completed loading of the Products by the Seller at the means of transport of the Buyer along with the issuing of the necessary documents in accordance with clause 7 and 8 of this paragraph.

10. The Seller guarantees the availability of a handover terminal for the Buyer within their working hours for the purposes of handing over of the Product on the basis of FCA of the Contract. If a longer demurrage is expected (e.g. 24 hours) at the handover terminal, the Seller shall promptly inform the Buyer about that fact, no later than one calendar week before such a demurrage. For FCA delivery, the Parties confirm the conditions for loading, including the type of rail tankers, road tankers and issues concerning the cleanliness of railway tanks and tank trucks. For FCA delivery the Seller is responsible for loading operations and is responsible for the damage to railway tanks respectively on the principles defined in § 5 of the Agreement. Organization of transport and shipping documents is the responsibility of the Buyer, if the delivery takes place on the basis of FCA. Securing rail tankers or tankers with delivery basis of FCA is the Buyer responsibility, unless the Parties agree otherwise. The Buyer with the consent of the Seller (for FCA delivery in acc. with INCOTERMS 2020) may authorize the Seller to complete on behalf of the Buyer, the consignment note in the field: the place of origin, date of origin, time of origin, numbers tanker loaded/empty, Tara tanker, Tara Supplies, Net weight tanker Weight Net Supplies, Weight gross tanker, Weight Gross Supplies. The remaining spaces consignment note (not listed above) will be completed in accordance with the model sent by the Buyer. The Seller or any other relevant party will be of Sender indicated on the above consignment.

11. The place of delivery of the empty rail tanks for loading (for FCA deliveries) will be the following locations:

5.3. **CIF/FOB.** The following provisions apply to CIF/FOB deliveries according to INCOTERMS 2020

1. In case of CIF (INCOTERMS 2020) Gdynia or Gdańsk basis:

1.1 **NOMINATION**

The **Seller** shall give to the Buyer a notice of nomination of the vessel at least 3 (three) full working days before the first day of laydays at loadport

Such nomination shall be given in writing and shall include:

- Vessel's name
- registration number / imo number
- 3 last cargoes
- laydays at the loadport
- name of goods and approximate quantity to be loaded
- loadport / destination
- demurrage rate
- the agent at the disport
- ETA at the disport
- Q88"

The Seller's nominated vessel shall be acceptable to the Buyer and the discharge terminal, such acceptance not to be unreasonably withheld, in line with the applicable Charter Party terms and costs.

The **Buyer** shall give full written documentary instructions and discharge orders for the nominated discharge port to the **Seller** at least 3 days prior to 1st day of laydays at the loadport.

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- 1.2 Documents. In each specific case of the **Product** delivery the Seller shall provide a set of documents indicated in documentary instructions and and discharge orders provided by Buyer, including: Bill of lading (original); Original certificate(s) of Quantity and Quality; administrative document for movement of excise goods (e-AD); other documents required by legal regulations or by the Buyer; Original certificate of insurance.
- 1.3 Laytime
Time allowed to the Buyer for the discharge is 24 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. Provided always Seller's vessel has tendered valid NOR within the nominated discharge window, laytime shall commence 6 hours after NOR is tendered or "All fast", whichever occurs earlier and shall cease upon hoses disconnection.
If NOR is tendered before the first day of the discharge window, laytime shall commence at 06:00 hours local time on the first day of the discharge window or on "All Fast", whichever occurs first.
If NOR is tendered after the last day of the nominated discharge window and is accepted for discharge by the Buyer, then laytime shall commence 36 hours after NOR is given or on commencement of discharge whichever is the earlier.
- 1.4 Demurrage:
- 1.4.1 Demurrage rate as per governing charter party (c/p) rate of the performing vessel. Any matters relating to laytime and demurrage, not expressly regulated in this Contract shall be governed by the relevant provisions of the BP General Terms and Conditions for Crude Oil and Petroleum Products 2015 (BPGTC 2015).
- 1.4.2 Seller's demurrage claim shall be sent within ninety (90) days from the date of discharge and shall 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 Seller. Any claim received after such time or received without any supporting documents will be considered as time barred.
- 1.4.3 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. Approval of the claim shall be followed by the issuance of an invoice with a 7-day payment term.
- 1.4.4 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.
- 1.5 Delivery date
The delivery date shall be the data of the completed loading of the **Products** by the Seller at the means of transport along with the issuing of the necessary documents.
2. In case of FOB (INCOTERMS 2020), ARA basis:
- 1.1 NOMINATION
Buyer shall give to the Seller a notice of nomination of the vessel at least 3 (three) full working days before the first day of the laydays.
Such notice of nomination shall be given in writing and shall include:
- Vessel's name
 - registration number / imo number
 - 3 last cargoes
 - loading laydays
 - name of goods and approximate quantity to be loaded
 - loadport / destination
 - demurrage rate
 - the agent at loadport
 - ETA at the loadport
 - Q88"
- The Buyer's nominated vessel shall be acceptable to the Seller and the loading terminal, such acceptance not to be unreasonably withheld, in line with the applicable Charter Party terms and costs. The **Buyer** shall give full written documentary instructions and discharge orders to the **Seller** at least 3 days prior to 1st day of laydays at the loadport

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- 1.2 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); other documents required by legal regulations or by the Buyer.
- 1.3 Laytime Time allowed for the loading is 24 hours + 6 hours after valid Notice of Readiness (NOR) tendered SHINC. Laytime starts at NOR+6 or „All fast” whichever occurs earlier and. shall cease upon hoses disconnections. Provided always Buyer’s vessel has tendered valid NOR within the nominated loading window, laytime shall commence 6 hours after NOR is tendered or “All fast”, whichever occurs earlier and shall cease upon hoses disconnection. If NOR is tendered before the first day of the loading window, laytime shall commence at 06:00 hours local time on the first day of the loading window or on “All Fast”, whichever occurs first. If NOR is tendered after the last day of the nominated loading window and is accepted for loading by the Seller, then laytime shall commence 36 hours after NOR is given or on commencement of loading whichever is the earlier.
- 1.4 Demurrage:
 - 1.4.1 Demurrage rate as per governing charter party (c/p) rate of the performing vessel. Any matters relating to laytime and demurrage, not expressly regulated in this Contract shall be governed by the relevant provisions of the BP General Terms and Conditions for Crude Oil and Petroleum Products 2015 (BPGTC 2015). Buyer’s demurrage claim shall be sent within ninety (90) days from the date of completion of loading and shall 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). Any claim received after such time or received without any supporting documents will be considered as time barred.
 - 1.4.2 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. Approval of the claim shall be followed by the issuance of an invoice with a 7-day payment term.
- 1.5 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”).
- 1.6 All dues, fees, taxes and other charges on the Buyer's Vessel at the loading port, other than those defined by Worldscale as being for the Vessel owners' account, shall be borne by the Seller.
- 1.7 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.
- 1.8 Delivery date
 - 1.8.1 The delivery date shall be the data of the completed loading of the Products by the Seller at the means of transport of the Buyer along with the issuing of the necessary documents in accordance with clause ... of this paragraph.
3. Determination of quantity and quality for CIF/FOB:
 - 3.1 Quantity (in liters in temperature 15°C) - 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.
 - 3.2 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.
 - 3.3 The Inspector shall retain and properly secure archive samples identical to the sample on the basis of which the Certificate of Quality was issued. Such archive samples shall be kept for the purpose of verifying the product quality in the event that test results obtained at the port of discharge differ from those stated in the Certificate of Quality.
 - 3.4 Inspection costs at loadport to be split equally between Seller and Buyer.
 - 3.5 The Buyer keeps right to nominate first class independent inspectors for Quantity and Quality determination in disport. The results of such inspection shall be set out in a Certificate of Quantity and in a Certificate of Quality. In the event that the test results obtained at the port of discharge

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are outside the contractual specification, the Buyer shall have the right to request testing of the retained archive sample (shoretank sample for FOB or ship composite sample for CIF) held by the Inspector at the port of loading in another independent laboratory. If the results of such testing confirm the non-conformity alleged by the Buyer, such results shall constitute sufficient grounds for the Buyer to submit a quality claim against the Seller.

- 3.6 For the avoidance of doubt, the applicable quality specification shall be determined exclusively by the final delivery point agreed by the Parties, regardless of the mode of transportation or the logistics chain used for the delivery. Accordingly, where the Product is delivered by vessel with subsequent transshipment and rail transportation to the final delivery point, the quality requirements applicable to such final delivery point shall prevail.
- 3.7 Buyer shall be entitled to submit a quality claim if the results obtained at the discharge port and/or final delivery point demonstrate that the Product does not conform to the contractual specification. Any retained archive sample taken at the load port shall serve as evidence for the purpose of investigating and verifying the validity and origin of the alleged non-conformity, but shall not constitute the sole basis for establishing or rejecting Buyer's right to submit a claim. If additional testing of the retained archive sample is required as a result of an alleged quality discrepancy, the costs of such testing shall be borne by the Party whose position is not supported by the final test results. The retained archive sample shall be deemed jointly available to both Parties for claim investigation purposes.

Guarantee of Quality.

§6.

1. The **Seller** guarantees, by accompanying each **Product batch** with results of analysis in the form of quality certificate presenting the scope of analyses, as in Appendix No.1 to the **Contract**, that the **Product** (each delivered road tank, rail tank, with the **Product**) will meet all quality and legal requirements specified in Appendix No. 1 to the **Contract**.
2. The **Seller** guarantees that:
 - 2.1. The **Product** which is delivered to **Buyer** by **Seller**, shall maintain its properties determined in Appendix No. 1 to the **Contract**, and especially in terms to oxidation stability according to PN EN 15751 shall maintain it for a period of at least 30 (thirty) days from the delivery date of the **Product**. An appropriate verification of the quality parameters for 30 days for DDP and 45 days for FCA may be conducted by the **Buyer** on the basis of a sample of the **Product** taken in accordance with PN-EN ISO 3170. The samples of the **Product** are taken on behalf of **Buyer** from one or more following locations:
 - from the tank, in which the **Product** is stored directly at the **Seller's** place,
 - from the rail tank/road tank before shipment of the **Product** to the **Buyer**,
 - from the rail tank/road tank directly after delivery of the **Product** to the **Buyer**,The samples of **Product** shall be taken by the accredited conformity assessment body. The sample shall be secured in accordance with §6 (3.1) and then can be researched within 30 (thirty) days by the accredited conformity assessment body. For DDP deliveries in the case of lack of fulfilments of quality requirements determined in Appendix No. 1 to the **Contract**, the Buyer on the request of Seller has the right to re-examine the archival sample in another conformity assessment body located in Poland with accreditation for selected testing methods, and the test results of the archive sample will be binding on the both **Parties** even if the Goods are unloaded or released. For DDP/CIF delivery as the archival sample is regarded one of the two or more samples taken in accordance with the principles described in this paragraph and stored by an accredited laboratory in accordance with §6 (3.1). In case of tests connected with filtering (i.e. cold filtering test, contamination), the results of first sample tests performed at the request of the **Buyer** in accredited laboratory will be binding for **Parties**. In case of lack of fulfilments of quality requirements determined in Appendix No. 1 to the **Contract**, the **Buyer** shall be entitled to charge the **Seller** of the contractual penalty, according to §8 (6) based on archival samples. In case the result of research confirms that the **Product** was produced using raw material other than specified in Appendix No. 1 to the **Contract**, the **Buyer** shall be entitled to charge the **Seller** of the contractual penalty, according to §8 (8) to the **Contract**. Quality complaints for FCA/FOB deliveries are settled on the basis of own documents prepared by the **Seller**. The **Seller** is obliged to keep the archival samples from the batch of the **Product** intact for a period of at least 45 days (forty five days).
 - 2.2. Results of obtained tests the archival sample, which is determined in point 2.1, conducted by accredited laboratory shall be binding for both **Parties**. In the case of FCA/FOB deliveries, the

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- basis for settling the complaint are arbitrary analyses of the **Seller's** archival samples. In the case of sampling by the Buyer in accordance with point 2.1 (from the tank at the **Seller's**) the basis for resolving the dispute are the results of the tests of the collected sample.
- 2.3. Temperature of the **Product** at the moment of delivery/receipt at the **Buyer's** place will not exceed 40°C. In the case of failure to fulfil the foregoing requirement, the **Buyer** shall wait with the unloading until the above-mentioned temperature is achieved and shall be entitled to charge contractual penalties in the amount of: PLN100/car/24h and PLN500/wagon/24h;
 - 2.4. In the case of **RME** deliveries, the **Seller** is obliged to mention the parameter for the content of esters of palmitic acid in the quality certificate, the content of which can't be bigger than 6% (m/m), conveyed to the **Buyer** with regard to each **Product batch** in order to confirm that the **Product** was produced on the basis of rapeseed oil only;
 - 2.5. During loading, the **Product** will be subjected to additional filtration, in accordance with the instruction agreed upon by the **Parties** and constituting Appendix No. 7 to this **Contract**;
 - 2.6. The delivered **Product** has not previously been included in any Biomandates /Obligatory Blending, related to a specified share of biofuels/bio-components in the overall volume of fuels in Poland or towards other obligations imposed by Member States of the European Union other than the Republic of Poland, resulting from article 25 paragraph 1, first and fourth subparagraphs from Directive 2018/2001/EC. In the case of amendment of regulations specifying quality requirements concerning bio-components and/or biofuels, other than those provided for in §13(3) of the **Contract**, the **Seller** shall be obliged to deliver the **Product** in accordance with the new regulations from the moment the regulations come into force.
 - 2.7. The delivered **Product** does not contain MMT organometallic compounds.
 - 2.8. The antioxidant used in the **Product** is on the AGQM list.
 3. The **Buyer** reserves the right to:
 - 3.1. Storage of archival samples taken in accordance with point 2.1 at of this paragraph room temperature and a dark room.
 - 3.2. Take samples of the **Product** from selected or each rail tank/road tank in order to determine the quality of the **Product**, considering, *inter alia*, the content of the palmitic acid.
 - 3.3. Require the **Seller** to clean rail tanks/road tanks and issue an appropriate certificate of purity at least at the level of 1.3.1.1 according to Union Internationale des Wagons Privés (International Union of Private Wagons) each time if the **Buyer** finds that the **Seller** uses impure rail tanks/road tanks (for deliveries based on DDP terms)
 - 3.4. Require the **Seller** to check the quality of road tank/rail tank before loading by **Buyer** directly or by body commissioned by the **Buyer** (for deliveries based on DDP terms)
 - 3.5. Return all or part of disputed delivery of **Product** based on the result of the sample. At the request of the **Seller** the **Buyer** may agree to conduct studies of other road / rail tanks at the expense of the **Seller**.
 - 3.6. Assess the quality of the **Seller** with the use of Key Performance Indicators (KPI) specified in §8 of the **Contract**.
 4. In case the results of the tests identified in point 2.1 of this paragraph are announced and the **Product** has not been discharged yet, the **Buyer** will refrain from its unloading and shall leave the **Product** at the **Seller's** disposal under Ex Works conditions at the **Buyer's** warehouse, in accordance with INCOTERMS 2020.
 5. If the **Buyer** states, on the basis of a conducted laboratory control, that the **Product** was produced with the use of raw materials other than those specified for particular types of the **Product** in Appendix No. 1 to the **Contract** (the type of **Product** shall be indicated in the schedule), the delivery shall be considered as unexecuted, unless the **Parties** agree otherwise.
 6. If the **Product** does not meet the conditions specified in the **Contract**, the **Buyer** shall have the right to refuse to accept the delivery. The **Buyer** may agree for the lacking quantity of the **Product** to be delivered on a different day and to a different place. In such a case, the **Seller** shall be obliged to deliver the lacking part of the **Product** at an agreed date, and the **Seller** shall not be exempt from the costs of contractual penalties under §8 (6) and (8) of the **Contract**.
 7. In case of **Product** manufactured or in free circulation in other than Poland the member state of EU, Turkey, or the member state of EFTA– party to the Agreement on the European Economic Area the Seller guarantees that the Product meets the requirements mentioned in article 22 item 7 the Act on biocomponents and liquid biofuels on the 25th of August 2006 (consolidated text: Journal of Laws of 2025, item 901 as amended) i.e. the requirements resulting from technical regulations issued for the protection of the health and life of humans and animals, the environment or the interests of consumers in accordance with the regulations in force in the above mentioned states.

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8. The **Seller** guarantees that the **Buyer** will be provided with deliveries of the **Product** from own and current production with additives, meeting quality requirements specified in Appendix No. 1 of the **Contract**, in the PN-EN 14214+A2:2019-05 norm, in the case of new norm implementation in the Polish version of new norm EN 14214:2026, and provisions applicable in the territory of Poland/other country in the case of deliveries for ORLEN Group companies. In the case of quality problems, the **Buyer** reserves the right to indicate a specific additive, which should be contained in the **Product**. The **Seller** is obliged to buy and use for the production of the **Product** only additive consistent with Appendix No. 1 and Appendix No. 5 to this **Contract**. Should it be necessary for the **Seller** to change additives, a relevant consent of the **Buyer** is required. The **Buyer** reserves the right to change composition of additives used in the **Product**, e.g. by eliminating or adding a depressant and/or a biocide and/or an antioxidant.
9. The Seller guarantees to the Buyer that the Product that was returned due to a complaint will not be re-delivered to the Buyer.
10. In relation to the part of purchased **Product** the **Buyer** may assign the manufacturing of self-contained biofuel **BIO100** by giving this **Product** classification (reclassification referred to in the Excise Tax Act) for using it as self-contained fuel CN code 3826 00 10 listed in the Regulation of the Minister of State Assets on the detailed list of liquid fuels, whose production, storage or handling, transferring or, distribution, trade, including foreign trade, require a license (consolidated text: Journal of Laws of 2025, item 1334), through a clear indication as to the consignment, by means of explicit indication with regard to the specific **Product batch**.
11. The **Seller** confirms that on the **Buyer's** request in relation to the part of **Product**, will assign intended purpose to use it as self-contained fuel **BIO100**.
12. At the **Buyer's** written request (sent by electronic means), the **Seller** shall allow the **Buyer** to conduct an audit in the **Seller's** manufacturing plant on a day proposed by the **Seller**, although no later than two (2) weeks from the receipt of the audit request. The **Buyer** shall specify the thematic scope of the audit, required documents, necessary representatives of the **Seller** related to the audited area, and estimated duration of the audit. The **Buyer** reserves the right to use the support of an external consultancy company while conducting the audit.
13. The **Buyer** reserves the right to take samples of the **Product** from each rail tank/ road tank in order to determine the quality of the **Product**, in conformity with Appendix no. 1 to the **Contract**. The quality of the **Product** delivered under this **Contract** must fulfil the requirements specified in Appendix no. 1 to the **Contract**. Samples shall be taken in accordance with the applicable norm.

Dates and terms of payment.

§7.

1. The **Buyer** shall make the payment by bank transfer within the period and on the terms and conditions specified in the **Commercial agreement** (Appendix No. 2 to the **Contract**). An invoice for the executed **Product** deliveries shall be issued within the period and on the terms and conditions specified in the **Commercial agreement** (Appendix No. 2 to the **Contract**), within the time limit stemming from applicable provisions of law. The net price determined in accordance with Appendix No. 2 to the **Contract** shall be increased by the value-added tax (VAT), in conformity with applicable provisions of law.
2. The terms of mutual settlements under DDP/FCA/CIF/FOB terms of delivery specified in the **Commercial agreement** (Appendix No. 2 to the **Contract**).
3. The terms of issuing a corrective invoice and the payment deadline specified in the **Commercial agreement** (Appendix No. 2 to the **Contract**).
4. In order to confirm that the delivered **Product** meets Sustainability Criteria and the greenhouse gas emissions saving criteria or only the greenhouse gas emissions saving criteria (as the case may be depend on the given type of the feedstock for biofuels), the **Seller** is obliged to provide the **Buyer** with a certification referred to in the Act of 25 August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2025, item 901 as amended) in an electronic form by means of appropriately registering the said document in the **e-PoS system** created by the **Buyer** and by linking it with the **Purchase Order** number and place of delivery. The **Seller** is obliged to register **PoS** documents under the certificate number, i.e. the company defined as the **Seller** in this particular **Contract**. It is impermissible to register the documents in the **e-PoS system** with the indication of another than of its own certificate (ex. agent certificate number, factory unit certificate number providing it is separate). **PoS**, registered under the invalid certificate number, will be cancelled and its registration will not meet the requirements of this **Contract** with all the consequences, determined in this point.

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5. **PoS** certificate referring to specific **Product batch** shall be provided to the **Buyer** till the 10th day of the month following the month of delivery of the **Product** at the latest. The quantities indicated in the **PoS** certificate for given **Product batches** shall cover at least 99.5% of the quantities (presented on the delivery documents – **receipt report** and invoice). In case the respective **PoS** is not provided by the **Seller** for the particular delivery month, determined the given **Purchase Order** numbers in the schedule, the **Buyer** has the right to withhold the payment from currently processed and the subsequent invoices for the goods' value arising out of the lacking **PoS** document.
6. The **Buyer** agrees for a possibility to register one attestation for several **Product batches** delivered within the framework of one **Purchase Order** and to the same place, provided that requirements specified by an Approved Certification System are met.
The **Seller** undertakes to that on the **Buyer's** request will issue a document **PoS** in **e-PoS system** and **Base Nabisy** in parallel, with the same data, taking into account, among others, the document number generated in the **Base Nabisy**.
7. In case of deliveries unloaded at the turn of **Accounting Periods**, the price for an entire delivery shall be determined according to the price applicable in the **Accounting Period** for which the delivery was ordered. If the **Seller** delivers the **Product** according to the schedule on the last day of an **Accounting Period**, and the acceptance of the delivery terminates in the next **Accounting Period**, the volume shall be included in the **Purchase order** for the **Accounting Period** on which the delivery was ordered, even though the report of receipt (document substituting the report of receipt) is sent/ issued on the first days of the next **Accounting Period**.
8. In case of deliveries for which the **Parties** have agreed a different delivery date for the volume specified in the schedule (deliveries have been shifted to a different Settlement Period), the price for the delivery whose completion date has changed will be determined in accordance with the price applicable for the Settlement Period in which the goods were delivered, unless the parties agree otherwise. In case of deliveries which are unloaded at the turn of the Settlement Period, section 5 shall apply.
9. A volume arising from an Order for a given Billing Period is deemed to be a backlog if it has not been fulfilled during that Billing Period and cannot be allocated to that Period in accordance with the rule set out in point 1 (i.e. this does not apply to deliveries commenced in accordance with the schedule at the end of the month, the acceptance of which was completed in the following month). Such volumes may only be fulfilled, subject to a separate agreement between the Parties, as back-ordered deliveries and are settled in accordance with the prices in force in the month of their actual fulfilment.
10. The payment date shall be understood as the date on which the bank account of the **Buyer** is debited.
11. If a **Product** delivery is not executed in full, the **Buyer** shall be entitled to withhold payment and set a new course of the payment deadline, in accordance with the **Commercial Agreement**, counted from the moment of full performance of the **Product** of delivery by the **Seller** (this provision refers only to deliveries questioned by the **Buyer**). The foregoing shall not limit the **Buyer's** right to enforce contractual penalties.
12. Payments for the **Product** shall be made to the **Seller's** account notified to the **Buyer** in writing. The account shall also each time be indicated in the invoice.
13. If the **Seller** changes their bank account, the **Seller** shall inform the **Buyer** about that fact in writing (the letter should be signed by attorneys authorized in accordance with the company's registration documents; a current copy of registration documents will be attached to the letter).
14. The **Buyer** reserves the right to deduct from each **Seller's** invoice amounts due from the **Seller** for their failure to perform or improper performance of the **Contract**, including contractual penalties under this **Contract** together with statutory interest for delays in commercial transactions.
15. The **Parties** declare that they are active VAT payers and that they are not in default of payments to the Social Insurance Company (ZUS) and to the Tax Office (only in case the **Seller** acts as a VAT payer in Poland or is obliged to pay contributions to the Social Insurance Institution). Furthermore, the **Parties** confirm that their company is not bankrupt.
The **Buyer** declares to hold VAT no. 774-00-01-454.
The **Seller** declares to hold VAT no.....
In the case of a transaction treated as an intra-Community supply of goods, the **Seller** declares that it is registered for the purposes of value added tax (VAT) in the territory of ... *[insert the appropriate EU member state other than Poland]* under the following VAT-EU number
16. The **Seller** is obliged to include the **Contract** number and **Purchase Order** number in the invoice. The foregoing information is strictly required by the **Buyer**.
Original invoices shall be delivered to the following address:
ORLEN S.A.
Chemików 7

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In an envelope with an annotation "**FAKTURA**" [invoice].

In the case of signature of the E-invoicing Agreement, the invoice, together with the necessary attachments, should be sent in electronic form in a single PDF file to einvoice@orlen.pl, in accordance with the terms of the mutually signed E-invoicing Agreement. The rules for issuing and receiving invoices are set out in Annex 19 to the Agreement.

17. The **Seller** cannot transfer claims comprising an obligation to pay the remuneration for services provided for herein to a third person (assignment) without the **Buyer's** consent. The **Buyer** may give their consent, at the **Seller's** written request, for the assignment of claims related to the remuneration under this **Contract** to a third person. Any such assignment shall be null and void without ORLEN S.A. written consent.
18. In case the Seller is a domestic entity or is a registered VAT payer in Poland the remuneration of the Seller shall be payable in the split payment mechanism in accordance with paragraph 18-21 below. Paragraph 22-23 below shall be applied accordingly in the case of a local transaction taxed in Poland. If the delivery of goods is treated as an intra-community supply, the total net value shall not be increased by the amount of the appropriate VAT.
19. For transactions which are subject to VAT in Poland, documented by invoices with the amount of VAT, the contractual payment shall be made in the split payment mechanism referred to in the VAT Act of 11 March 2004 (consolidated text Journal of Laws of 2025, item 775 as amended), only to the bank account (indicated by the **Seller**) listed in a VAT taxpayer register kept by an appropriate authority (so-called: White List). It applies both PLN and foreign currency bank accounts. Sections 19 to 24 should be applied accordingly.
20. If the payment cannot be made in the manner indicated in clause 18 above due to:
 - a) the lack of the bank account number (indicated by the **Seller**) on the White List or
 - b) the **Seller's** failure to indicate the bank account number in PLN listed on the White List for the payment of part of the gross price corresponding to VAT (applicable to cases where the **Seller** has indicated the bank account in a foreign currency for the payment of the net price),ORLEN S.A. shall be entitled to withhold the payment (for the **Seller**) of respectively: remuneration (in the case referred to in point (a) above) or the part of remuneration corresponding to VAT (in the case referred to in point (b) above).
21. In the case indicated in clause 19 above the payment shall be made within 7 working days from (respectively): the day following the day in which the **Seller** informs ORLEN S.A. about the appearance of its bank account number on the White List (in the case referred to in clause 19 point (a) above) or the day following the day of indication by the **Seller** to ORLEN S.A. the bank account number in PLN listed on the White List (in the case referred to in clause 19 point (b) above).
22. The **Parties** agree that the occurrence of the circumstances referred to in clause 19 above releases ORLEN S.A. from the obligation to pay default interest for the period between the payment date specified in the **Contract** and the date of the payments referred to in clause 21 above made by ORLEN S.A. to the **Seller**.
23. The **Seller** obliges to maintain the status of active VAT payer at least to the date of issued the last invoice for the Company. If the **Seller** is removed from the VAT register for reasons specified in the VAT Act, the **Seller** shall promptly notify ORLEN S.A. of such removal. If the **Seller** fails to notify ORLEN S.A. of it, the provisions of section 24 below shall apply as appropriate, except when the **Seller**, within 30 days of becoming aware of aforementioned removal, provides ORLEN S.A. with documents confirming that it has been registered back as a VAT payer. Regardless of the above provisions, the **Seller** shall, before the signature of the **Contract**, submit an official certificate of the **Seller's** registration as an active VAT payer.
24. The **Seller** guarantees and is liable for correctness of applied VAT rates which means that should ORLEN S.A. right to settle the input VAT be challenged by tax authorities on the basis of the regulations according to which a given transaction is not subject to VAT or is exempt from VAT, the **Seller** – upon a written request of the ORLEN S.A. and within the time limit indicated in such request – shall correct the invoice properly and reimburse to the ORLEN S.A. the resulting difference within 21 days from the date of the receipt of this request. If the **Seller** refuses to issue a corrective invoice, the **Seller** shall return to the ORLEN S.A. an equivalent of the VAT paid as questioned by Tax Authorities on the basis of a debit note issued by the ORLEN S.A. within 21 days from issuance of such note. In any case, the **Seller** shall also return to the ORLEN S.A. an equivalent amount of sanctions, penalties, interest and other additional charges incurred by the ORLEN S.A. or charged by Tax Authorities, under the same conditions as specified in the foregoing sentence. The above provisions shall be also applied accordingly if ORLEN S.A. applies the VAT rate indicated by the **Seller** on the invoices documenting the delivery of goods to ORLEN S.A. for the sale of goods, and

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then it is disputed by the tax authorities. The **Parties** agree that the obligation described in this paragraph 23 applies regardless of the termination, expiry or repeal or nullification of the legal effects of the Agreement.

25. Unless provisions of this **Contract** state otherwise any payment to the **Buyer** shall be made within 21 (twenty one) days following the date of issuing a debit note.
26. Pursuant to the provisions of article 4c of the Polish act, dated 8 march 2013, on counteracting excessive late payments in commercial transactions (consolidated text: Journal of Laws of 2023, item 1790 as amended), ORLEN S.A. declares that it has a status of a large entrepreneur.

Responsibility for non-performance or inappropriate performance of the Contract.

§8.

1. If the **Seller** fails to deliver / load the Buyer's means of transport on time:
 - in case of FOB - fails to load a vessel in indicated 3-day loading window,
 - in case of CIF - fails to deliver product by vessel in indicated 3-day discharge window,
 - in case of FCA – fails to load railtankcars in indicated in the schedule loaded slots,
 - in case of DDP – fails to deliver product by railtankcars in indicated in the schedule discharge slots,
 - all or a part of the ordered quantities of the **Product**, the **Seller** undertakes to pay a contractual penalty to the **Buyer** in the amount of 0.3% of the net value of the **Product** delivered after the agreed deadline per each of the first ten (10) days of delay. Additionally, the Seller undertakes to pay costs of transporting rail tank cars, which have not been loaded for the planned delivery The amount of contractual penalties for each subsequent day equals 0.5% of the net value of the **Product** per each day of delay. The total amount of penalties for delay cannot exceed 20% of the net value of outstanding **Product** delivered after agreed deadline. Additionally, the Seller will be charged for the transportation of rail tanks that were not loaded and had to be returned empty to the Buyer. The total amount of contractual penalties for untimely delivery may not exceed 20% of the net value of the Product delivered late.
2. Contractual penalties referred to in this **Contract** shall be understood as additional to other damages specified in the **Contract** resulting from the **Seller's** failure to ensure guaranteed quality, technical parameters and from other damages caused by the **Seller**, pursuant to provisions of the **Contract**. What is more, the **Buyer** shall be authorised to them also after the expiry of the **Contract** caused by the **Buyer's** withdrawal from the **Contract**. The **Seller** shall pay a given penalty under a debit note issued by the **Buyer** to the **Seller** within fourteen (14) days from the day of issuing of the debit note by the **Buyer**, unless otherwise agreed by the **Parties**.
3. In the case of non-performance or delayed performance of a delivery, the **Buyer** shall be entitled to withdraw within sixty (60) days from the date of planned /scheduled delivery, from the part of the **Contract** to which the non-performance or delayed performance of a delivery refers.
4. If – due to the **Seller's** failure to meet requirements specified in provisions of law regulating the trade in biocomponents and licenses regarding the manufacturing, storing and trade in liquid fuels or due to the **Seller's** failure to provide services specified herein to the **Buyer** – the **Buyer** suffers a damage consisting in particular in a loss of reliefs, exemptions or payment of penalties imposed on the **Buyer** by the competent authorities, the **Seller** shall be obliged to reimburse the entire the damage suffered by the **Buyer**, including penalties for the **Buyer's** failure to sufficiently contribute to achievement of the National Indicative Target. The **Seller** shall pay a reimbursement under a debit note issued by the **Buyer** to the **Seller** within seven (7) days from the day of issuing of the debit note by the **Buyer**, unless otherwise agreed by the **Parties**.
5. In the case of the **Seller's** failure to perform the **Contract** in its entirety or in part, the **Seller** shall pay the **Buyer** a contractual penalty amounting to 20% of the net value of unexecuted deliveries, which does not exclude the **Seller's** obligation to cover the entire amount of other damages incurred by the **Buyer** in relation to the **Seller's** failure to fulfil their obligations under this **Contract**. Failure delivery means lack of delivery in period of 1 (one) calendar month in respect to monthly schedule unless the **Parties** agree the **Replacement Service** depending on the **Buyer's** needs: a) delivery of the missing volume in the following months b) reduction of the **contract** volume below the minimum in the following months. Payment of the above-mentioned contractual penalty precludes the **Buyer's** right to claim the contractual penalty for delay referred to in section 1 of this paragraph. In the case of the **Buyer's** agreement to the **Replacement Service** referred to in this section, penalties shall not apply. The lack of delivery includes also the failure to provide the documentation confirming the **Product's** compliance with a relevant certification system, according to the system's requirements, generated in the Internet application referred to in §7(4) of the **Contract**, by the invoice date.

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6. In the cases the **Product** does not meet the quality requirements specified in Appendix No. 1 to the **Contract**, the **Buyer** shall be entitled to refuse to accept the delivery of the **Product** as well as to charge the **Seller** of the contractual penalty amounting to 15% of the net value of the delivery and the **Seller** shall pay the **Buyer** a contractual penalty amounting to 15% of the net value of the delivery in question. If the delivery was made on FCA terms and the Products are subject to return to the sender, the Buyer will charge the Seller additional for the costs incurred as a result of this delivery (transport costs, tank rental costs, sampling costs, laboratory tests)
7. If the quality of a part of the delivery is questioned, the penalty shall be charged only with regard to the volume of the **Product** which does not meet the quality requirements specified in the **Contract**. The **Buyer**, at the request of the **Seller**, may allow the exchange of non-quality **Product** for the **Product** that meets the quality requirements or agree on the **Replacement Service** referred to in point 5 of this paragraph. In the case of a **Product Exchange**, the **Seller** shall, at his own expense, replace the **Product** with a **Product** meeting the quality requirements within the time limit agreed with the **Buyer**. In the event of failure to meet this deadline, the **Buyer** will be entitled, at its discretion, to implement one of the following options a) purchase the **Product** with properties consistent with the **contract** from a third party and charge the **Seller** with the costs of the replacement contract in accordance with section 10 of this paragraph, b) penalty for lack of quality of the delivered goods in the amount of 15%, in accordance with section 6 of this paragraph, c) reduction of the price of the **Product** by 5% net. In the event of the **Seller's** performance of the **Replacement Service** which is agreed with the **Buyer**, the penalties do not apply.
8. If, as a result of laboratory testing carried out by the Buyer, it is established that the Product has been manufactured using feedstock other than those specified for the relevant types of Product in the applicable specification (the type of Product shall be indicated in the schedule), the Seller undertakes to pay the Buyer a contractual penalty equal to 25% of the net value of the relevant delivery.
9. In the case the **Product** is produced and delivered from the tax warehouse, which is different from the particular one determined in the §4 (3.5) of the **Contract** and the change of the tax warehouse was not approved by the **Buyer**, the **Buyer**, except of having the right not to accept the delivery of this **Product**, has the right to impose a penalty to the **Seller** amounting to 15 % of the net value of the delivery, and the **Seller** shall pay the **Buyer** a contractual penalty amounting to 15% of the net value of the delivery in question.
10. In the case of non-performance or the lack of possibility to perform the **Contract** in its entirety or in part by the **Seller** within the agreed time limit or inappropriate performance of the **Contract**, the **Buyer** shall have the right to withdraw from the **Contract** and to charge the **Seller** with costs of performance of the so-called substitute agreement performed by a third party. If the **Seller** covers the costs of performance of the so-called substitute agreement, the **Seller** shall not be charged with the penalty specified in section 5 of this paragraph. In the case of withdrawal from the **Contract** due to reasons attributable to the **Seller**, the withdrawal shall – regardless of its basis – have effect only with regard to the unperformed part of the **Contract**. As a consequence, none of the **Parties** shall be obliged to return the executed deliveries to the other **Party** within the performance of the subject of the **Contract**. If the **Seller** covers the costs of performance of the so-called substitute agreement, the **Seller** shall make the payment by bank transfer within 21 days from the date the **Buyer** issues the relevant debit document.
11. If the value of the damage suffered by the **Buyer** due to the **Seller's** failure to respect provisions of the **Contract** is higher than the amount of contractual penalties, the **Buyer** shall be authorised to claim damages under the general conditions.
12. In the case of a delivery of the **Product** accompanied with a certificate of analyses in which quality parameters differ from those specified in this **Contract**, the **Product** shall be subject to a complaint as a **Product** not meeting the quality requirements, and the **Seller** shall be obliged to collect it. In such a case the **Buyer** shall have the right to use the contractual penalty under section 6 of this paragraph. The fact of returning the **Product** does not exempt the **Seller** from the foregoing contractual penalties.
13. The **Parties** agreed on the following Key Performance Indicators („KPI”) for measuring the quality level of deliveries settled on a monthly basis:
 - a) “**Timely Deliveries**” indicator – number of truck/rail deliveries performed within the required time limit compared to the agreed delivery schedule.
 - b) “**FILL RATE**” indicator – number of delivered m³ divided by the total number of m³ provided for in the schedule for a given month.

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- c) “**Filterability FBT**” indicator – assessment of the filter blocking tendency measured by the following methods:

- filter blocking tendency according to ASTM D 2068 method or an equivalent IP 387 method.. Requirement:

Amount	Level
≤ 1.4	Recommended
>1.4 ≤2.5	Accepted (admissible)
>2.5	Unacceptable

This test must be performed for fatty acid methyl esters **RME** and **FAME**, designated for blending with diesel fuel during whole year of product application.

The manner for calculating the filterability indicator FBT – quantity (m³) of the volume which does not meet the requirements divided by the total quantity (m³) of deliveries executed in a given month.

“**Product quality**” – number of the **Product** in m3 delivered in accordance with quality requirements specified in the **Contract** divided by the total number of m3 of the **Product** audited by the **Buyer** in a given month in accordance with principles described in §6 points 2.1-2.3 and 3.1-3.2.

14. The **Parties** unanimously agreed on a monthly quality assessment system based on the KPI indicators. The system depends on the results of particular indicators according to the following model:

KPI	Value
a) Timely deliveries	> 97%
b) FILL RATE	> 97%
c) Filterability FBT	> 98%
d) Product quality	> 97%

15. The **Seller** shall be informed about KPI indicators after two months after delivery month. KPIs will be valid for deliveries in period above three (3) months. If in a given month the **Seller** does not reach the required value of one of the above-mentioned indicators and in the next month the same indicator's required value is not achieved, the **Buyer** will be entitled to limit the ordered **Product** in the next month (following the month in which the appropriate value of a KPI value is not reached) below the minimal quantity indicated in Appendix No. 2 to the **Contract**. In such a case, the **Seller** shall not present against the **Buyer** any claims related to the lack of receipt of the minimal quantity specified in Appendix No. 2 to the **Contract**, provided that this constraint will not be higher than 50% below the minimum amount, destined in the particular month.

Force Majeure §9.

1. The **Parties** shall not bear consequences of a partial or total non-fulfilment of their obligations under this **Contract** caused by Force Majeure.
2. Force Majeure shall include events which cannot be predicted nor prevented at the moment of execution of the Contract and which are beyond the control of any of the Parties, in particular: war, internal disturbances, floods and other natural disasters, restrictions or government decrees or other acts of state authority and administration, excluding changes in regulations governing the trade in bio-components, general strikes officially recognised by trade unions.
3. The Party which is unable to fulfil its contractual obligations due to a Force Majeure event shall immediately inform the other Party thereof and to present relevant reliable evidence within seven (7) days from the occurrence of such an event. When a given Force Majeure event ceases to exist, the other Party shall be promptly informed thereof.
4. A failure to comply with the above-mentioned obligation shall result in a loss of the right to invoke a Force Majeure event.

Protected information §10.

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1. The **Seller** agrees to maintain confidentiality of information provided directly or indirectly by the **Buyer** (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the **Seller** in any other way during mutual cooperation, inter alia in connection with conclusion and performance of this **Contract**, if such information relates directly or indirectly to the **Buyer**, companies of the **Buyer's** Group or their counterparts/Sellers, including the contents hereof. The **Parties** agree that all technical, technological, organisational or other information of commercial value, undisclosed to the public, transmitted by the **Buyer** or on its behalf or otherwise obtained by the **Seller** while negotiating, concluding and performing the **Contract** shall be treated as business secrets within the meaning of the Act of 16 April 1993 on combating unfair competition (consolidated text: Journal of Laws of 2026 item 85 as amended) (hereinafter: "Business Secrets"), unless at the time of transfer, the transferor shall determine in writing or in electronic form different nature of such information from the specified above.
2. ORLEN S.A. shall be entitled to disclose information concerning the Agreement, including the content of the Agreement and information related to its performance, to entities forming part of the ORLEN Capital Group, provided that such disclosure does not violate generally applicable provisions of law and is made exclusively in connection with the obligation of ORLEN S.A. and the ORLEN Capital Group to comply with internal regulations concerning the identification and verification of contractors, business analytics, security, or risk management, whereby ORLEN S.A. shall be liable for the acts and omissions of the entity to which such information is disclosed, with respect to maintaining confidentiality, as for its own acts and omissions.
3. As commitment to maintain the confidentiality of information referred to in section 1 above, the **Parties** understand the prohibition to use, disclose and transfer such information in any manner and to any third party, except in case if:
 - 3.1. disclosure or use of the information is necessary for proper implementation of this **Contract** and in accordance herewith, or
 - 3.2. the information at the time of its disclosure was already publicly available and had been disclosed by the **Buyer** or with its consent or in manner other than through act or omission that was unlawful or contrary to any agreement, or
 - 3.3. the **Seller** has been obliged to disclose information by a court or an authorised body or in the case of a legal obligation to disclose it, provided that the **Seller** shall immediately inform the **Buyer** in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the **Buyer's** recommendations regarding the disclosure, in particular as regards the request for exemption of transparency, legitimacy of filing a relevant appeal or other equivalent remedy and shall inform the court or the authorised body of the confidential nature of the transferred information, or
 - 3.4. the **Buyer** has expressed its written consent to Seller's disclosure or use of information for a specific purpose, in manner indicated by the Ordering Party.
4. The **Seller** shall undertake such safety measures and follow such procedures that will be appropriate and sufficient to ensure safe processing of Business Secrets, including compliant with the **Contract** and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The **Seller** shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance hereof. The **Seller** shall immediately notify the **Buyer** of any violation of protection rules or unauthorised disclosure or use of the Business Secrets processed in connection with **Contract** execution.
5. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the **Seller's** staff and other persons, including, in particular, auditors, consultants and subSellers, to whom the **Seller** shall disclose such information. The **Seller** shall impose on the above mentioned persons, in writing, an obligation to protect the Business Secrets under at least the same terms and conditions as stipulated herein. The **Seller** shall bear full responsibility for acts or omissions of persons who have been provided with access to the Business Secrets, including liability referred to in section 8.
6. At the request of the **Buyer**, the **Seller** shall, within a period not longer than five (5) days, send to the **Buyer** a list of persons and entities that have been provided by the **Seller** with access to the Business Secrets. Failure to fulfil the obligation referred to in this section shall be considered as unauthorised disclosure of the Business Secrets resulting in liability referred to in section 8.
7. The obligation to maintain the confidentiality of information shall be binding throughout the term hereof, as well as for 10 years after its termination, expiry or cancellation or impairment of its legal effects. If, despite the lapse of the Business Secrets protection period, as indicated in the preceding sentence, the information continues to be protected based on the internal regulations or decisions of the **Buyer** or based on the specific provisions of the law, the **Buyer** shall notify the **Seller** in writing

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- of protection period extension for an additional period, indicated by the **Buyer** (but not more than 10 years), to which the **Seller** hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the 10-year period of protection referred to in the first sentence of this section, no later than 10 working days before this obligation loses its force. The **Parties** agree that the liability described in this section shall apply regardless of the termination, expiry or cancellation or impairment of legal effects hereof.
8. Not later than 3 working days after the expiry of the protection period referred to in section 6 above, the **Seller** and any persons to whom the **Seller** has disclosed the Business Secrets shall return to the **Buyer** or destroy all materials composing the Business Secrets.
 9. In the event of unauthorised use, transfer or disclosure by the **Seller** of the Business Secrets, the **Buyer** shall be entitled to request the **Seller** to pay a contractual penalty in the amount of PLN 100.000,00 (in words: one hundred thousand) for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the **Buyer** to claim from the **Seller** compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other sanctions and entitlements of the **Buyer** as provided by law, including the Act of 16 April 1993 on combating unfair competition (consolidated text: Journal of Laws of 2026, item 85 as amended).
 10. Should it be necessary, in connection with performance hereof, to provide the **Seller** with access to, or to transfer to the **Seller** personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the **Seller** shall be obliged to conclude with the **Buyer** an appropriate, separate agreement laying down principles and conditions for the protection and processing of such data.
 11. Should it be necessary, throughout performance hereof, to provide the **Seller** with access to, or transfer to the **Seller**, in any form, information composing the Company Secrets of ORLEN S.A., understood as the sensitive type of the Business Secrets of the **Buyer**, which was subject to specific actions specified in internal acts of the **Buyer** in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of the **Buyer**, the **Seller** shall immediately conclude with the **Buyer**, before receiving and processing such information, an amendment to this **Contract**, compliant with the internal acts of the **Buyer**, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN S.A.
 12. For the avoidance of doubt, the **Parties** confirm that the **Seller**, beside its obligations under this **Contract**, shall be also required to comply with additional requirements for the protection of certain types of information (e. g. personal data, confidential information) resulting from applicable laws.
 13. The **Seller** is obliged to fulfil, on behalf of the Buyer as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this Agreement with the Buyer, the information obligation towards natural persons employed by the Seller or cooperating with the Seller in the course of conclusion or performance of this Agreement, including members of bodies, proxies, representative of the Buyer, without regard to the legal grounds of the cooperation, whose personal data were made available to the Buyer by the Seller in connection with the conclusion or performance of this Agreement. The above obligation should be met by means of providing the persons with the information clause constituting Appendix no. 13 to this Agreement, with simultaneous compliance with the accountability principle.

Other Provisions

§11.

1. ORLEN S.A. 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 the provisions of the above Regulation:
 - a) Both **parties** of the agreement inform each other about the intention of publishing the information regarding that agreement if this information will be recognized as an inside information within the meaning of MAR Regulation.
 - b) An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other party of the agreement and persons working on its behalf. In case of use

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- of inside information or its unlawful disclosure, the sanctions according to MAR Regulation apply.
- c) Where both **parties** recognize the agreement as an inside information within the meaning of MAR Regulation, the **parties** allow themselves the possibility of presenting for consultation the scope of information being the subject of regulatory announcements regarding this agreement. Accordingly, in applying the provisions of the above Regulation:
- a) ORLEN S.A. informs the other party of the agreement about the intention of publishing the information regarding the agreement if this information will be recognized as an inside information within the meaning of MAR Regulation.
- b) An inside information within the meaning of MAR Regulation cannot be used or unlawfully disclosed by the other party of 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.
2. During the term of the Contract, the Seller shall be obliged to hold:
- a) The Seller shall be obliged to conclude and maintain in force during the term of the contract, a third party liability insurance for business activity and possession of property for property damage and personal injury resulting from torts (tort liability) and for failure to perform or improper performance of an obligation (contract liability) with guarantee sum of not less than 2 000 000 USD per occurrence and in the aggregate.
The insurance coverage will include, up to the sum insured, liability for damages: caused in connection with the distribution of a defective product into the market (product liability insurance) extended by damage resulting from mixing, combining, processing or further processing of defective products;
- b) other mandatory insurance required by law.
The scope of the policy will cover the delivery of all Goods and the provision of all Services under the Agreement and the Commercial Agreement.
3. The **Seller** declares that he is familiar with the Regulation (WE) No. 1907 / 2006 - REACH and therefore commits himself to deliver to the **Buyer** exclusively such substances in their own, in mixture or in an article (if releasing them under normal or reasonably foreseeable conditions of use is intended) which meet all provisions of the above mentioned Regulation.
In reference to the above the **Seller** declares, that the delivered substances in their own, in mixture or in an article, constituting the subject of this order:
1. were registered according to the appropriate procedure set out in the REACH Regulation by: the producers or importers constituting preceding links in a supply chain, or the Only Representatives of producers (outside the EU); or
 2. are exempted from registration requirement according to the Regulation (WE) No. 1907 / 2006 (REACH); or
 3. are not subject to the Regulation (WE) No. 1907 / 2006 (REACH).
- In case of infringing of the REACH provisions the **Seller** additionally commits himself to compensate for the damage suffered by the **Buyer** as a result of such a breach of the Regulation, and the **Buyer** has the right to:
- a) return, at the **Seller's** cost, the goods which fail to meet the requirements imposed by the provisions of the said Regulation.
 - b) claim a refund of the price paid as well as the statutory interest charged by the **Buyer** from the pay-day to the day of refunding by the **Seller**
 - c) burden the **Seller** with the obligation of reimbursement of every expenses, costs, fines, penalties or other payments imposed by authorized bodies as a result of the **Seller's** breach of the provisions of the REACH Regulation
 - d) claim of the **Seller** the compensation for all damages suffered by the **Buyer** in relation to not fulfilling the provisions of the REACH Regulation by the **Seller**.
- The **Seller** shall make the payment by bank transfer within 21 days from the date the **Buyer** issues the relevant debit document.
4. The will of the Parties to this Agreement is to expand cooperation between the Seller and companies from the ORLEN Capital Group/ORLEN S.A.
In the event of a need to purchase services and/or goods that are the subject of this Agreement by companies from ORLEN S.A. Capital Group/ ORLEN S.A., the Seller undertakes to offer trade terms and conditions FCA/FOB Seller (according to INCOTERMS 2020) to companies from ORLEN S.A. Capital Group/ ORLEN S.A., which are no less favourable than those set forth in the Agreement.
For the implementation of the above:

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1) The Seller agrees on disclosure of the content of the Agreement by ORLEN S.A. to the companies from ORLEN Capital Group and transfer of the information on ongoing basis between those Companies and ORLEN S.A. regarding the level of turnover achieved in connection with conclusion of agreements with the Seller.

The Seller is obliged to conclude a separate agreement on the commercial terms and conditions FCA/FOB Seller (according to INCOTERMS 2020) that are no less favourable than those agreed upon in this Agreement. The Seller undertakes to notify ORLEN S.A. each time about conclusion of a contract with a new entity from ORLEN Capital Group to the Agreement.

In the event where a framework agreements have been previously concluded between the Seller and a Company from the ORLEN Capital Group, which cover the subject of this Agreement, the Seller undertakes to adjust the provisions of the previously concluded agreements to the terms resulting and conditions of this Agreement if they are more beneficial to the Company

2) the Seller agrees on disclosure of the content of the Agreement by the Company to ORLEN S.A./ companies from ORLEN Capital Group and on transfer of the information on ongoing basis between ORLEN S.A. and those Companies regarding the level of turnover achieved in connection with conclusion of agreements with the Seller.

The Seller is obliged to conclude a separate agreement on the commercial terms and conditions FCA/FOB Seller (according to INCOTERMS 2020) that are no less favourable than those agreed upon in this Agreement. The Seller undertakes to notify the Companies each time about conclusion of a contract with a new entity - ORLEN S.A. to the Agreement.

In the event where a framework agreements have been previously concluded between the Seller and Company from ORLEN Capital Group / ORLEN S.A., which cover the subject of this Agreement, the Seller undertakes to adjust the provisions of the previously concluded agreements to the terms resulting and conditions of this Agreement if they are more beneficial to Company from ORLEN Capital Group ORLEN S.A.

Furthermore:

3) The Seller hereby consents to the disclosure by the companies of the ORLEN Capital Group to ORLEN S.A. and to an ORLEN Capital Group company performing contractor verification tasks, as well as by ORLEN S.A. to all companies of the ORLEN Capital Group, of information concerning the Agreement, including information related to its performance, for the purposes of contractor verification and business analytics.

4) ORLEN S.A. and entities from ORLEN Capital Group will bear several liability for all acts or omissions under individual agreements concluded by them with the Seller, in particular ORLEN S.A. will not be held liable for payment of any amounts that ORLEN Group entities are obliged to pay to the Seller and the Company will not be held liable for payment of any amounts that ORLEN S.A. is obliged to pay to the Seller.

Protection of the image of ORLEN S.A. and of the ORLEN Group

§12.

1. The **Seller** undertakes to obtain a prior written consent of **ORLEN S.A.** for placing the business name of the company, trade mark or logo of **ORLEN S.A.** on the Seller's website, list of counterparties, in brochures, advertisement and any other advertising and marketing materials. In such a case the **Seller** agrees to accompany the request for consent submitted to **ORLEN S.A.** with a project of the materials in which such data would be included.
2. The **Seller** acknowledges that all signs used in the business activity of ORLEN S.A., including trademarks, non-registered marks and the company name are subject to legal protection on the basis of registration with appropriate offices or legal provisions for ORLEN S.A. Any use of the abovementioned signs without the consent of ORLEN S.A. or in a manner inconsistent with this **Contract**, as well as authorizing third parties to such use will constitute an infringement of the rights of ORLEN S.A.
3. Furthermore, the **Seller** undertakes to obtain a prior written consent of **ORLEN S.A.** for disclosing information about the cooperation through providing any information concerning the **Contract** to such mass media as the press, radio, TV or Internet. In such a case the **Seller** agrees to accompany the request for consent submitted to **ORLEN S.A.** with the content of the information which would be used by mass media.
4. The obligation referred to in this sections 1 and 3 does not apply to the following situations:
 - a) The **Seller** appropriately uses reference letters obtained from **ORLEN S.A.**, although the lack of obligation to obtain a consent covers exclusively the **Seller's** right to submit reference letters together with an offer provided by the **Seller** to an individually indicated addressee,

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- b) The **Seller** listed on the Stock Exchange fulfils obligations resulting from relevant provisions of law.
5. In the case of non-fulfilment or inappropriate fulfilment of obligations specified in this paragraph, **ORLEN S.A.** shall be authorised to charge a contractual penalty in the amount of PLN one hundred thousand (PLN 100,000) per each infringement. The payment of the contractual penalty referred to in the sentence above does not limit the right of **ORLEN S.A.** to claim damages against the under general conditions if the value of the suffered damage exceeds the amount of the contractual penalty provided for in the **Contract**.

Final provisions §13.

1. The **Contract** begins to bind the **Parties** at the moment in which it is signed or the last of the electronic signatures is placed according to the indication of the timestamp disclosed in the details of the document contained in electronic form.
2. From the moment of publication of new or amendments of the existing regulations concerning the scope of the **Contract**, including those with regard to the National Indicative Target concerning the content of a specified share of biofuels/biocomponents in the overall volume of fuels in Poland, the **Buyer** shall be authorised to renegotiate the terms of the **Contract**. If an agreement on the new terms of the **Contract** is not reached within thirty (30) business days, the **Buyer** shall be entitled to withdraw from the **Contract**.
3. In the case of changes in legislation (Including the expiration of implementing decisions of the European Commission) related to the biocomponents certification system under Directive 2018/2001/EC as amended, including the amendments arising out of Directive 2023/2413 dd. 18.10.2023, the **Seller** guarantees deliveries of the **Product** meeting the requirements, together with all necessary documents, certificates, **PoS** documents etc. If the **Seller** fails to meet the requirements under the aforementioned regulations, the **Buyer** shall be authorised to withdraw from the **Contract** with immediate effect.
4. In the case of violation by the **Seller** of the **Buyer's** intellectual property, the **Buyer** shall have the right to withdraw from the **Contract** with immediate effect, as far as its part which has not been performed by the day of withdrawal is concerned, and to charge the **Seller** with costs of performance of the so-called substitute agreement. If the **Seller** covers the costs of performance of the so-called substitute agreement, the **Seller** shall make the payment by bank transfer within 21 days from the date the **Buyer** issues the relevant debit document.
5. The **Buyer** shall have the right to terminate this **Contract** with immediate effect in the event of violations of contractual terms by the **Seller**, after having transferred a reminder letter which has not resulted in a removing violations. The maximum time from the reminder letter to the removing violations shall be fourteen (14) days. In this case, together with the termination of the **Contract** all **Commercial agreements** signed by the **Parties** with regard to unexecuted **Product** supplies until that moment shall be null and void.
6. The rights and obligations of the **Seller** under the **Contract** are strictly related to its legal status, its production assets and owned certificates and licenses and cannot be transferred to other entities, except receiving prior written consent of **Buyer**. Moreover the **Seller** cannot transfer its rights and obligations under the **Contract** due to the sale or transfer to another entity of the part or whole of the enterprise, to which the **Contract** refers or, if necessary, results or remains in connection with merger, consolidation, acquisition, division, separation, change of control, change of legal status, transformation or restructuring, corporate transaction associated with that enterprise, except receiving prior written consent of **Buyer**. In case the **Seller** performs above action without approval of **Buyer**, or in the event of occurrences, which result in transfer to another entity of the part or whole of the enterprise, to which the **Contract** refers, as well as other entity obtains control over that enterprise, the **Buyer** has the right to terminate the **Contract** with immediate effect, as far as its part which has not been performed by the day of withdrawal is concerned, and to charge the **Seller** with costs of performance of the so-called substitute agreement. In this case, together with termination of the **Contract**, all **Commercial Agreements** are terminated and obligations shall not be continued in the scope of the **Product** not delivered until then. If the **Seller** covers the costs of performance of the so-called substitute agreement, the **Seller** shall make the payment by bank transfer within 21 days from the date the **Buyer** issues the relevant debit document.
7. In matters not regulated by this **Contract**, the provisions of the Civil Code and other applicable provisions of law concerning the scope of the **Contract** shall apply. This **Contract** shall be governed by Polish law.

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8. Any amendments to this **Contract** shall be null and void unless made in writing.
9. In the case of any disputes related to the performance of the **Contract**, the **Parties** shall make all efforts to resolve them amicably by means of negotiations.
10. If a given dispute is not resolved within fourteen (14) days from the day on which one of the **Parties** received a letter initiating the dispute from the other **Party**, the **Party** initiating the dispute shall be entitled to take the dispute to a common court having jurisdiction over the seat of the **Buyer**.
11. The **Seller** guarantees deliveries of the Goods that meet the requirements of Directive 2018/2001/EC as amended, including the amendments arising out of Directive 2023/2413 dd. 18.10.2023 in the scope of the Sustainable Criteria and GHG."
12. The **Contract** is drawn up in two counterparts, both of them being equally authentic, one for each of the **Parties**.
13. The **Contract** is signed for the period of 01.01.2027 - 31.12.2031 with an option to extend by 3 months (i.e. until 31.03.2032) 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 **Contract**. The Buyer will inform the Seller about the extension of the Agreement one month before the end of the basic period (i.e. by 30.11.2030).
14. Appendixes constitute an integral part of the **Contract**.
15. This **Framework Contract**, **Commercial Agreement** and annexes to the **Framework Contract** and the **Commercial Agreement** signed between the **parties** may be concluded by exchanging the signed pages with electronic qualified signatures and may be sent as an electronic photocopy (.pdf) by e-mail.

Appendixes:

1. Requirements and quality for ORLEN S.A., Product Specification
2. Template of the Commercial Agreement
3. Contact Person
4. Logistic constraints
5. Additive package specification
6. a/ ORLEN S.A. Fuel Terminal Safety Charter.
b/ Safety conditions applicable on the premises of PERN fuel bases
7. Instruction manual for filtering systems at stands for filling methyl esters
8. Declaration of consent for the data to be made available by the carrier
9. Application – driver card
10. Application – vehicle card
11. Confirmation verification suppliers of raw materials for the esters' production
12. List of ORLEN tax warehouse
13. Information clause for members of corporate bodies, proxies, representative of the Seller and employees or associates who are contact persons or employees or associates who cooperate with Seller at the conclusion and implementation of the Agreement. Anti-corruption clause
14. Anti-corruption clause
15. Sanction Clauses
16. Excel file for FCA deliveries
17. Appendix describing the procedure for confirming delivered biocomponents by manufacturer
18. Rules for issuing and receiving invoices
19. Information Clause

Seller:

Buyer:

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Date

Date

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Requirements and quality for ORLEN S.A.

1. The **Seller** guarantees that the **Product** meets the requirements under the following Polish legislation in force:

- Act of 25 August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2025, item 901 as amended)
- Regulation of the Minister of Industry and the Minister of Climate and Environment of 21 March 2025 on quality requirements for liquid biofuels (Journal of Laws of 2025, item 426)
- Regulation of the Minister of Climate and Environment of 18 May 2026 concerning quality requirements, quality testing methods, and sampling procedures for biocomponents, excluding biocomponents produced via co-hydroprocessing, gaseous biocomponents, and biocomponents used for the production of aviation and marine fuels (Journal of Laws of 2026 item 710),
- meets quality requirements under the PN-EN 14214+A2:2019-05 norm, considering any changes in regulations introduced during the term of the Contract. Starting from the implementation date, meets quality requirements under the Polish version of the EN 14214:2026 norm and the relevant legislation applicable in Poland.

2. The **Seller** is obliged to buy and use with regard to the **Product** only additive packages that ensure the fulfilment or quality requirements determined in this specification, subject to §6(8).

Periods for using additives:

- Winter dedicated only to esters possessing intended purpose for manufacturing of self-contained biofuel BIO 100 (containing depressant, an antioxidant and optionally biocide) – used in period from 1 November to the end of February
- Universal (containing an antioxidant and a biocide) – used during the whole year for **Product** which is used for blending, and in period 1st March to the end of October for manufacturing of self-contained biofuel BIO 100 (for BIO100 biocide is optional).

The **Seller** shall set limits for microbiological contamination for the **product** stored in the vendor's tank and shall, at least quarterly, provide a test certificate confirming the maintenance of the prescribed limits. A sample taken for microbiological analysis and analysis should be made by the certified accredited conformity assessment body.

The **Buyer** reserves the right to collect the **Product RME** with a depressant in the period mentioned by **Buyer**.

The **Buyer** reserves the right to collect the **Product**, which does not contain biocide provided the **Seller** is informed 30 days before the delivery month.

The **Buyer** reserves the right to collect the **Product**, which does not contain one or several of the additives, provided the **Seller** is informed 30 days before the delivery month. The **Buyer** reserves the right to indicate a specific additive that should be applied by **Seller** in order to ensure compatibility of additives with additives that are used by the **Buyer**, provided that the **Seller** is informed 60 days before the delivery month.

The **Product** intended for blending shall meet the requirements set out in Tables 3a and 3b specified in EN 14214 + A2: 2019-05 without the use of additives to improve low temperature properties. Upon publication and implementation of the Polish version of EN 14214:2026, the Product shall comply with the quality requirements specified therein and with the relevant legislation applicable in Poland. **The Product** intended for the production of BIO100 shall meet the requirements set out in Table 2 specified in EN 14214 + A2: 2019-05. Upon publication of the Polish version of EN 14214:2026, the Product shall comply with the quality requirements specified therein and with the regulations in force in Poland.

The **Seller** shall ask the **Buyer** for his permission in the event of any modification of the additives used in the **product**. The **Buyer** shall provide his reply regarding the modification of additives within 30 days.

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The antioxidant (or antioxidant within the package) used in the **Product** is on the AGQM list.

No later than the first quarter of the **Contract**, the **Seller** is obliged to provide the results at the time of manufacture and at every request of the **Buyer**, **Seller** confirms the effectiveness of the additives. With respect to the effectiveness or lack of need for biocide, the seller is required to provide the quality analysis at least once a quarter.

Product Specification (RME, FAME-10, FAME 0)

ORLEN S.A., PERN S.A., TanQuid Sp. z o.o., UNIMOT Terminale Sp. z o.o. Fatty Acid Methyl Esters (RME, FAME 0, FAME -10), used for blending, produced without the use of palm oil.

The **product** with intended purpose for blending with diesel fuel in **Gdańsk Refinery** and with purpose of manufacturing of self-contained fuel BIO100 is not limited in terms of the basic composition, however it is essential that it complies with the requirements specified in Tab. 1 and provisions of the contract. In the event of a change or introduction of new regulations on the import of palm oil or other raw materials that must meet the low risk criterion of causing indirect land-use change, the **Seller** guarantees the delivery of the Product that meet the requirements resulting from art. 28bcc of the Act of 25 August 2006 on biocomponents and liquid (consolidated text: Journal of Laws of 2025, item 901 as amended), in particular the current requirements of the European Union regulations listed in art. 28bcc.

For FAME produced from cover crops (novel crops, intermediate crops) and qualified as feedstock listed in Annex IX directive, the **Seller** guarantees to meet the requirements resulting from the current provisions of the Act of 25 August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2025, item 901 as amended) including the guidelines of the European Commission of the European Union and which must comply with the provisions of the Double-Counted Products.

Tab. 1. This specification applies to:

- 1) Product used for blending consistent with the ORLEN S.A., PERN S.A., TanQuid Sp. z o.o., UNIMOT Terminale Sp. z o.o. consistent with the ORLEN requirements.
- 2) Esters possessing intended purpose for manufacturing of self-contained biofuel BIO100 consistent with the ORLEN requirements. In case the supplies of such a grade are concerned for the period from the 1st of Nov to the end of Feb it should contain winter additives.
- 3) Product used for blending in Gdańsk Refinery consistent with the ORLEN requirements.

Property ^a	Unit	Scope				Testing method
		minimum	maximum			
1) Content FAME	% (m/m)	96.5	-			EN 14103
2) Density at 15°C ^b	kg/m ³	860	900			EN ISO 3675 ^c EN ISO 12185
3) Viscosity at 40°C	mm ² /s	3.50	5.00			EN ISO 3104 ^d EN ISO 18335 EN ISO 23581
4) Flash point	°C	101	—			EN ISO 2719 ^e EN ISO 3679 ^f
5) Cetane number ^g		51.0	-			EN ISO 5165 ^h EN 15195 ⁱ EN 16715 EN 17155
6) Sulphated ashes content ^{ac}	% (m/m)	—	0.02			ISO 3987
7) Test of copper strip corrosion (3h in 50°C) ^{ac}	Rating	class 1				EN ISO 2160
8) Oxidation stability (at 110°C)	h	8	15 ¹⁾	- ²⁾	- ³⁾	EN 15751 EN 14112 ^j
9) Acid value	mg KOH/g	-	0.50			EN 14104
10) Iodine value	g iodine/100 g	-	120			EN 14111 ^k EN 16300

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Property ^a	Unit	Scope				Testing method
		minimum	maximum			
11) Palmitic acid methyl ester content ^l	% (m/m)	-	7.0 ¹⁾	- ²⁾	- ³⁾	EN 14103
12) Linoleic acid methyl ester content	% (m/m)	-	12.0			EN 14103
13) Polyunsaturated (≥4 double bonds) methyl esters	% (m/m)	-	1.00			EN 15779
14) Methanol content	% (m/m)	-	0.20			EN 14110
15) Monoglycerides content	% (m/m)	-	0.70 ^m			EN 14105
16) Diglycerides content	% (m/m)	-	0.20			EN 14105
17) Triglycerides content	% (m/m)	-	0.20			EN 14105
18) Free glycerol	% (m/m)	-	0.02			EN 14105 ⁿ EN 14106
19) Total glycerol	% (m/m)	-	0.25			EN 14105
20) Water content	% (m/m)	-	0.030 ¹⁾	0,030 ²⁾	0,050 ³⁾	EN ISO 12937
21) Total contamination	mg/kg	-	20 ¹⁾	20 ²⁾	24 ³⁾	EN 12662-2
22) Sulfur content	mg/kg	-	10.0			EN ISO 20846 ^{o, p} EN ISO 20884 ^p EN ISO 13032
23) Group I metals (Na+K)	mg/kg	-	5.0 (4.0) ^r			EN 14108 ^s EN 14109 EN 14538
24) Group II metals (Ca+Mg)	mg/kg	-	5.0 (4.0) ^r			EN 14538
25) Phosphorus content	mg/kg	-	4.0			EN 14107 ^t EN 16294 EN 14538
26) Phosphorus content	mg/kg	Report on the Certificate of Quality. ^{1) 2) 3)}				EN 14538 ^u
27) Saturated monoglycerides (SMG)	mg/kg	Report on the Certificate of Quality. ^{1) 3)}				EN 17057 ^w
28) Sterol glycosides content	mg/kg	To be reported in the Certificate of Quality once a quarter ¹⁾				EN 16934
29) Cold filter plugging point (CFPP) ^x						
¹⁾ from 16.04. to 15.09. from 16.09. to 15.04.	°C	-	0			EN 116
		-	-10			
²⁾ from 16.04. to 30.09. from 1.03. to 15.04. as well as from 1.10. to 31.10. from 1.11. till the end of February ^y		-	0			
		-	-10			
		-	-20			
³⁾ from 16.04. to 15.09. ^z from 16.09. to 15.04. ^z		-	0			
		-	-10			
30) Cloud point (CP)						
^{1) 3)} from 16.04. to 15.09. from 16.09. to 15.04.	°C	-	5			ISO 3015
		-	-3			
²⁾ from 16.04. to 30.09. from 1.10. to 15.04.		-	5			
		-	-3			
31) Cold soak filtration test (CSFT) ^{aa}	s	-	200 ¹⁾	- ²⁾	- ³⁾	ASTM D 7501

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Property ^a	Unit	Scope		Testing method
		minimum	maximum	
32) FAME content average molecular weight ^{ab}	g/mol	Report on the Certificate of Quality.		EN 14103
a If CEN publishes a new edition of EN 14214:2026, the requirements set out in such standard, the regulations in force in Poland, and any other requirements specified by ORLEN S.A. shall apply. b Density may be determined within the temperature range from 20 °C to 60 °C. Adjustment of temperature shall be made according to the formula set out in Annex B to the PN-EN 14214+A2:2019-05 norm (or in accordance with the new edition of the Polish version of EN 14214:2026, upon its entry into force).). c In cases of dispute concerning density, EN ISO 12185 shall be used with the determination carried out at 15 °C. d In cases of dispute concerning viscosity, EN ISO 3104 shall be used. e In cases of dispute concerning flash point, EN ISO 3679 shall be used. f A 2 ml of a sample shall be used and a measuring apparatus equipped with a thermal detector shall be employed. g The determination of derived cetane number for FAME is not included in the precision determinations of some test methods h In cases of dispute concerning cetane number, EN ISO 5165 shall be used. i EN 15195 is applicable for the quantitative determination of the ignition characteristics of FAME, however the correlation data available were inconclusive about the precision of the equation. j In cases of dispute concerning oxidation stability, EN 15751 shall be used. k In cases of dispute concerning iodine value, EN 14111 shall be used. l Applicable only from 16th September to 15th April, where the product should be delivered with a limit of max. 7% (m/m). For RME this limit is max. 6% (m/m). m For the use as an extension of uses of diesel fuel Table 3 EN 14214+A2:2019-05 ((or in accordance with the new edition of the Polish version of EN 14214:2026, upon its entry into force). In the period from 1.10. to 15.04. the Product shall be delivered with a limit of 0.6% (m/m). n In cases of dispute concerning free glycerol, EN 14105 shall be used. o In cases of dispute concerning sulfur content, EN ISO 20846 shall be used. p In EN ISO 20846 and EN ISO 20884:2019 FAME is not included in the scope or the precision determination. r The requirement shall apply following the publication of the Polish version of the new edition of EN 14214:2026 and the update of the regulations in force in Poland introducing a limit of 4.0 mg/kg. Until then, the limit of 5.0 mg/kg shall remain applicable. s In cases of dispute concerning metals content, EN 14538 shall be used, t In cases of dispute concerning phosphorus content, EN 14107 shall be used. u The phosphorus content determined in accordance with the EN 14538 standard should be reported on the Certificate of Quality in order to obtain information on the actual phosphorus level and the test method. The reporting requirement shall apply upon publication of the new edition of EN 14214:2026. w The SMG content determined in accordance with the EN 17057 standard should be reported on the Certificate of Quality in order to obtain information on the actual phosphorus level and the test method. The reporting requirement shall apply upon publication of the new edition of EN 14214:2026. x If CFPP is -20°C or lower, viscosity shall be measured at -20°C. The measured value shall not exceed 48mm²/s. In this case, the standard test methods are applicable without the precision data owing to non-Newtonian behaviour in a two-phase system y The Buyer has the right to extend the period of use of the Product from CFPP-10 to 15.11, provided that he informs the Seller in advance (14 days before the month of delivery). z The Buyer has the right to extend the application date of CFPP 0 till September 20. And the date indicated refers to the date of delivery to the terminal (CIF/DDP). For FOB/FCA deliveries, the due date may be earlier and will be confirmed by the Buyer. aa Requirement only from 16th of September till 15th of April. CSFT result should be reported on the certificate of analyse. ab The FAME content results shall be reported on the Certificate of Quality. The reporting requirement shall apply upon publication of the new edition of EN 14214:2026. In accordance with the procedure described in EN 14078, after determining the fatty acid methyl ester (FAME) composition using the method specified in EN 14103, the average molecular weight (M) of the FAME contained in the sample shall be calculated in accordance with Annex D of the new edition of EN 14214:2026. ac The requirement shall no longer apply following the publication of the Polish version of the new edition of EN 14214 and the update of the regulations in force in Poland.				

Appendix No. 2 Template of the Commercial agreement

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Commercial agreement No 35000.....

to Framework contract No. 35000..... dated

concluded in Płock, by and between:

ORLEN Spółka Akcyjna with its registered office in Płock at the following address: ul. Chemików 7, 09-411 Płock, entered into the Register of Entrepreneurs kept, kept by the District Court for Łódź - Śródmieście, XX Commercial Division – National Court Register under KRS no. 0000028860 NIP no. 774-00-01-454, with fully paid-up share capital PLN 1.451.177.561,25, BDO: 000007103, represented by:

.....
.....

hereinafter referred to as the “**Buyer**” or “**ORLEN S.A.**”.

and

.....with its registered office inrepresented by:

.....

hereinafter referred to as the “**Seller**”.

The **Parties** have agreed as follows:

WHEREAS:

In year **Parties** concluded a **Framework Contract** No. 35000..... (“**Contract**”), under which defined the general terms of purchase of fatty acid methyl esters;
In the **Contract**, the **Parties** decided that the detailed terms of cooperation between them will be specified in the **Commercial agreement**.

Commercial Terms

§1.

The **Parties** hereby agree as follows:

- Under this **Commercial agreement**, the **Seller** shall sell quantity m³ of the **Product** at the temperature of 15°C, m³ of the Double-counted Product based on the feedstock stipulated in annex IXB of the directive at the temperature of 15°C and m³ of the Double-counted Product based on the feedstock stipulated in annex IXA of the directive at the temperature of 15°C(item ... of the Renewable Energy Directive; manufactured on the basis of.....; waste code (if applicable):) (in accordance with the **Product** properties determined in Appendix No. 1 to the **Contract**) to the **Buyer** in the period from 01.01.2027 to 31.12.2027 (with an option to extend it by 3 months (i.e. until 31.03.2028) and the **Buyer** shall accept the **Product** in accordance with §4 of the **Contract**, subject to the flexibility clause referred to point 4 the **Commercial agreement**. The **Buyer** will inform the **Seller** about the extension of the **Agreement** one month before the end of the basic period (i.e. by 30.11.2027).
Country of origin of the raw material used to produce the **Product**:
Duty status of the **Product**: T2
The **Seller** hereby declares that **Product** provided under **contract** will come from production line, which was set up before or on October 5th, 2015. Date of startup.....
- In 2028, the **Seller** guarantees to the **Buyer** the availability of the **Product** and **Double counted Product** in quality in accordance with Appendix No. 1 to the **Contract** and in a quantity not less than the minimum quantity (i.e. the base quantity specified in point 1 minus the flexibility specified in point

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4 of this paragraph) pursuant to **Commercial agreement**. The guarantee of availability means the **Seller**, at the time and under the terms and conditions specified in the purchase process (annual tender) organized by ORLEN S.A., will place the binding offer for a specified quantity and quality of the **Product**, and maintaining the validity of the offer until the **Seller** is selected in the purchase process. The **Buyer** reserves the right to split the quantities in individual months according to ORLEN S.A.'s requirements, provided that the monthly quantity does not exceed the **Seller's** production capacity. The **Buyer** reserves the right to accept the agreed quantity upon confirmation by the **Parties** of the terms and conditions (i.e. Premium, Additive cost and Transport cost) in the purchase process. In the case of **Seller's** failure under this paragraph, the **Buyer** has the right to charge the **Seller** penalty, in accordance with §8 item 5 of the **Contract**, of 20% of the net value of the **Product** covered by the guarantee of availability in 2028.

3. The **Seller** undertakes to deliver the **Product** in the quantity and for the price consistent with those specified in the **Commercial agreement**, in accordance with the conditions under this **Contract**.
4. The **Buyer** reserves the right to change **Product** quantities by +/-...% compared to the 3-months quantities determined in point 7 to the **Commercial agreement** and for the completed volumes method of "rolling" volume for the 3 months back in relation to minimum volumes will be adopted. Whether or not the **Buyer** exercises his right to change **Product** quantity to be delivered in a given month, compared to the 3 months back, the delivery quantities for the remaining months determined in point 7 to the **Commercial agreement** shall change, and the volume referred to point 1 of the **Commercial agreement** may be reduced or increased, as the case may be. Moreover, the **Parties** shall have the right to agree, following separate negotiations, to change the monthly volume by up to +50% under this **Contract**. If such additional quantity in excess of +...% or another agreed quantity of up to +50% is not delivered in a given month, the **Parties** may agree on a period to use the undelivered additional quantity. Notwithstanding the above mentioned the annual quantity to be purchased under this **Contract** cannot exceed the quantity stipulated in point 1 of the **Commercial agreement** increased by +50%.
5. The price for delivered **Product** will be calculated according to Price formula (net price).

$$A1 = [100\%Q + S1 + K + T] \times 0.883$$

or

$$A2 = [100\%Q + S2 + K + T] \times 0.883$$

or

$$A3 = [100\%Q + S3 + K + T] \times 0.883$$

or

$$A4 = [100\%Q + S4 + K + T] \times 0.883$$

where:

A1 = RME price in USD/m³ for DDP/CIF ORLEN S.A. in accordance to Incoterms 2020

A2 = FAME-10 price in USD/m³ for DDP/CIF ORLEN S.A. in accordance to Incoterms 2020

A3 = FAME 0 price in USD/m³ for DDP/CIF ORLEN S.A. in accordance to Incoterms 2020

A4 = Double counted **Product** price in USD/m³ for DDP/CIF ORLEN S.A. in accordance to Incoterms 2020

Q = monthly average from daily low quote of Platt's Barges FOB Rotterdam for Biodiesel FAME minus 10 RED FOB ARA in the month of delivery, in USD/t;

S1 = fixed premiumUSD/t for the **RME product** including the costs of dosing the additives and the costs of transporting the additives from the additives Manufacturer to the **Seller**;

S2 = fixed premium USD/t for the **FAME-10 product** including the costs of dosing the additives and the costs of transporting the additives from the additives Manufacturer to the **Seller**;

S3 = fixed premium USD/t for the **FAME 0 product** including the costs of dosing the additives and the costs of transporting the additives from the additives Manufacturer to the **Seller**;

S4 = fixed premium USD/t for the **Double counted Product** including the costs of dosing the additives and the costs of transporting the additives from the additives Manufacturer to the **Seller**;

K = cost of additives package USD/t in period of November 1st – end of February – any supply of esters with winter additives upon Buyer's request,USD/t in period of the whole year for **Product** which is used for blending, and in period from 1st March to the end of October for **Product** possessing intended purpose for manufacturing of self-contained fuel **BIO100**.

T = the agreed unit cost of delivery to the respective destinations, in USD/t;

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0.883 = average product density in g/cm³;

Bazy	Auto [USD/t]	Kolej		Kolej 1		Kolej 2		Kolej 3		Kolej 4	
		Przedział	K. transportu	Przedział	K. transportu	Przedział	K. transportu	Przedział	K. transportu	Przedział	K. transportu
		[t]	[USD/t]	[t]	[USD/t]	[t]	[USD/t]	[t]	[USD/t]	[t]	[USD/t]
Małaszewicze				--	--	--	--	--	--	--	--
Dębogórze				--	--	--	--	--	--	--	--
Kawice				--	--	--	--	--	--	--	--
Wola Rzędzińska				--	--	--	--	--	--	--	--
Mościska				--	--	--	--	--	--	--	--
Radzionków				--	--	--	--	--	--	--	--
Boronów				--	--	--	--	--	--	--	--
Emilianów				--	--	--	--	--	--	--	--
Szczecin				--	--	--	--	--	--	--	--
Koluszki				--	--	700-935		495-665		--	--
Rejowiec				--	--	700-935		495-665		350-450	
Nowa Sól				--	--	--	--	--	--	200-330	
Sokółka				--	--	--	--	--	--	200-330	
Wielka				--	--	700		495-665		300-450	
Łock				990		700-935		495-665		350-450	
Nowa Wieś Wielka				--	--	700-800		495-665		350-450	
Gutkowo				--	--	--	--	495-665		250-450	
Bolesławiec				--	--	700-800		495-665		350-450	
Ostrów Wlkp.				990-1250		700-935		495-665		350-450	
Lublin				990-1250		700-935		495-665		350-450	
Wrocław				--	--	700-935		495-665		350-450	
Rafineria Gdańska	--	≥ 1300		990-1250		700-935		495-665		350-450	
		≥ 1500									
		≥ 1600									
		≥ 1700									

- The Product** delivery will be made on the DDP/CIF **Buyer** or FCA/FOB **Seller** in accordance with the Incoterms 2020. For DDP/CIF terms, the transport costs for individual railway compartments are determined based on the amount specified by the **Buyer** in the monthly schedule.
- The following quantities are to be delivered to ORLEN S.A. in 01.01.2026 – 31.12.2026:

Esters

Month	January	February	March	April	May	June	July	August	September	October	November	December	2024
Volume [m3]													0

The specific daily quantities will be determined in a monthly schedule.

* - The **Buyer** may decide on the supplies of esters for using it as self-contained fuel **BIO100** from the 1st of Nov to the end of Feb. In such a case winter additives apply. Such a decision must be passed on by the Buyer to the Seller in writing

Monthly volume presented above is an illustrative and may vary each month.

The method of volume "rolling" for the 3 months back for the completed volumes will be adopted. It relates to minimum volumes.

The detailed volume issued by the particular days and localization shall be defined in the month schedule, on the principles determined in paragraph No. 4 (1) to the **Contract**.

- The **Buyer** shall make payments by bank transfer within ... (.....) days from the receipt of a correctly issued invoice (value of the invoice based on quotations from the month / delivery period), for **Accounting period**, provided that the **Product** delivery is completed as per contractual provisions, together with necessary documents i.e. summary of the completed deliveries and a list of **e-AD** documents with ARC/EMCS numbers for the respective deliveries. VAT invoice for executed deliveries will be issued after the **Accounting Period**, within the time limit stemming from applicable provisions of law. The net price shall not be increased by the value-added tax (VAT) in conformity with applicable provisions of law.

For the purposes of mutual settlements under DDP/CIF terms of delivery for completed deliveries, the **Parties** agree to adopt the quantity of the **Product** in litres in temperature 15°C according to the report of receipt (or a document substituting the report of receipt). The basis for the issuance of an

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invoice and POS document will be the volume in litres in temperature 15°C resulting from the report of receipt or the document substituting the report of receipt. In the invoice documenting the sale, the **Seller** shall indicate the price per cubic meter (m³) (rounded to two decimal places) of the delivered **Product**.

For the purposes of mutual settlements under FCA/FOB terms of delivery for completed deliveries, the **Parties** agree to adopt the quantity of the **Product** in litres in temperature 15°C according to loaded quantity and confirmed by **Seller** in issued an **e-AD** (or a document substituting the e-AD). The basis for the issuance of an invoice and POS document will be the volume in litres in temperature 15°C according to loaded quantity and confirmed by **Seller** in issued an **e-AD** (or a document substituting the e-AD). In the invoice documenting the sale, the **Seller** shall indicate the price per cubic meter (m³) (rounded to two decimal places) of the delivered **Product**. For FCA terms, in the event of discrepancies in the quantity of the delivered **product** in the attached documents, the basis for settlement will be the data contained in the eAD document. For FOB terms, in the event of any quantity discrepancy identified in respect of deliveries by vessel, the Buyer shall be entitled to lodge a claim against the Seller. Pending the investigation and final resolution of such discrepancy, the Parties shall continue to settle and invoice the delivered Product on the basis of the quantities stated in the Bill of Lading. Any excise duty, taxes, levies, or other charges arising from shortages, losses, gains, or quantity discrepancies occurring during transportation shall be borne by the Seller.

9. Should it be necessary to issue a correcting invoice, the payment shall be made in accordance with the provisions point 8 of this paragraph from the receipt of an appropriately issued correcting invoice together with necessary documents. The correcting invoice payment deadline cannot be earlier than the one provided for in the original/main invoice. The **Seller** will indicate the original / main invoice number on the correcting invoice.
10. Should it be necessary to issue a correcting invoice reducing the value of the corrected invoice, the payment shall be made by deduction the correcting invoice by the **Buyer** from the current payments due to the **Seller**. Settlement of payments by deduction may take place earlier or later than the maturity date of the correcting invoice payment, and therefore interest may not be charged to the **Parties**. In the absence of current invoices, payment will be made in accordance with the provisions point 8 of this paragraph. Regardless of the method of settlement (payment or deduction), the corrective invoice will indicate the payment date resulting from section 8 of this paragraph.
11. The rules for issuing and receiving invoices are set out in Annex 19 to the Agreement.
12. Acting under Article 4c of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (consolidated text: Journal of Laws of 2023, item 1790, as amended), ORLEN S.A. declares that it has the status of a large entrepreneur.
13. In case of coming into force the requirements regarding registration of transactions in Union Database for Biofuels (UDB), the Seller is obliged to fulfil all required formalities in order to ensure that executed transactions (supplies of esters) are correctly registered in the aforementioned database. Such a registration does not exempt the Seller from registration in e-PoS.
14. The Seller declares that it is registered for the purposes of value added tax (VAT) in the territory of ... [insert the appropriate EU member state other than Poland] under the following VAT-EU number

Final provisions

§2.

1. In matters not regulated by this **Commercial agreement**, the provisions of the **Contract** shall apply.
2. If the **Buyer** uses 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 the part of the **Commercial Agreement**, which is not executed at the time of withdrawal.
3. In case of conflict contents of this **Commercial agreement** with the contents of the **Contract** (including its appendix) shall apply provisions of this **Commercial agreement**.
4. The **Commercial agreement** is drawn up in two counterparts, both of them being equally authentic, one for each of the **Parties**.
5. Terms not otherwise defined in this **Commercial agreement** are defined in the **Contract**.

Seller:

.....

Buyer:

.....

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.....
Date

.....
Date

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Appendix No. 3 Contact person

Contact Person

Delivery schedule

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PoS documents

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Invoices

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Appendix No. 4 Logistical constraints

Terminale/ Terminals	rodzaj transportu mean of transport	wymagania dla cystern kolejowych requirements for rail tank cars	godziny przyjęcia dostaw opening hours	2 godzinne okienka czasowe na przyjęcie dostaw/ 2 hour time slots for accepting deliveries	czas rozładunku wagonów w godzinach/ wagon unloading time in hours	2 godzinne okienko czasowe na zwrot próżnych wagonów/ 2- hour time window for returning empty wagons
Poland, Gdańsk Rafineria, ul. Elbląska 135, Gdańsk	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	24 h			
Poland, Mościska (BP no. 101, ul. Estrady 8, 05- 080 Izabelin)	auto / truck		poniedziałek - piątek: 7- 18.00 Monday - Friday: 7 -18.00			
Poland, Boronów (BP no. 3 ul. Sienkiewicza 12; 42-283 Boronów)	auto / truck		poniedziałek-piątek: 6- 21.00 Monday-Friday: 6-21.00			
Poland, Emilianów (BP no. 5; 05-205 Klembów)	auto / truck		poniedziałek - piątek: 6- 19.00, sobota do 17.00 Monday-Friday: 6 -19.00 , Saturday to 17.00			
Poland, Koluski (BP no. 1 ul. Naftowa 1; 97- 140 Koluski)	auto / truck		poniedziałek - piątek: 6- 20.00, sobota do 17.00 Monday-Friday: 6 - 20.00 , Saturday to 17.00			
	kolej / rail		24 h			
Poland, Nowa Wieś Wielka (BP no. 2 ul. Przemysłowa 1; 86-060 Nowa Wieś Wielka)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	poniedziałek-sobota: 7- 19.00, Monday-Sunday: 7 - 19.00	7 - 9.00 poniedziałek - sobota 7 - 9.00 Monday - Saturday	81(dni robocze/ working days)	16 -18.00 poniedziałek - sobota 16 - 18.00 Monday - Saturday
Poland, Rejowiec (BP no. 4; 62-093 Rejowiec Poznański)	kolej / rail		poniedziałek-piątek: 6- 19.00 Monday - Friday: 6- 19.00			
Poland, Wola Rzędzińska (BP no 9; Wola Rzędzińska 487 D, 33-150 Wola Rzędzińska)	auto / truck		poniedziałek - piątek: 7- 17.00 Monday - Friday: 7 -17.00			
Poland, Kawice (BP no. 10; 59-230 Prochowice)	auto / truck		poniedziałek-piątek: 8- 19.00 Monday-Friday: 8-19.00			
Poland, Dębogórze (BP no 21; 81- 198 Kosakowo)	auto / truck		poniedziałek - piątek: 7- 19.00 Monday - Friday: 7 -19.00			
Poland, Małaszewicze (BP no. 22; 21-540 Małaszewicze)	auto / truck		poniedziałek - piątek: 7- 19.00 Monday - Friday: 7-19.00			
Poland, Nowa Sól (TP no. 93 ul Al. Wolności 4; 67-100 Nowa Sól)	kolej / train	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	poniedziałek-sobota: 6- 21.00 Monday-Saturday: 6 -21.00	7 - 9.00 poniedziałek - sobota 7 - 9.00 Monday - Saturday	72-107 (dni robocze/ working days)	18 -20.00 poniedziałek - sobota 18 - 20.00 Monday - Saturday
	auto / truck		poniedziałek - piątek: 7- 18.00 Monday - Friday: 7-18.00			

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Poland, Ostrów Wielkopolski (TP no. 74, ul Węglowa 1; 63-400 Ostrów Wlkp.)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	24 h	10 - 12.00 poniedziałek - niedziela 10 - 12.00 Monday - Sunday	72-107 (dni robocze/ working days)	10 - 12.00 poniedziałek - niedziela 10 a.m. - 12.00 a.m. Monday - Sunday
Poland, Wielka (36- 145 Wielka)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	poniedziałek - piątek: 7- 19.00 , sobota do 16.00 Monday - Friday:7-19.00, Saturday to 16.00	9-11.00 poniedziałek - piątek 9 -11.00 Monday- Saturday	72-127 (dni robocze/ working days)	16-18.00 poniedziałek - piątek 16 - 18.00 Monday - Friday
	auto / truck		poniedziałek-piątek: 8- 19.00 Monday-Friday: 8-19.00			
Poland, Sokółka (TP no. 21, Oś. Buchwałowo; 16-100 Sokółka)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	poniedziałek-piątek: 6- 20.00 Monday-Friday: 6-20.00	9-11 poniedziałek - piątek 9 -11.00 Monday- Friday	72-129 (dni robocze/ working days)	18-20.00 poniedziałek - piątek 18-20.00 Monday- Friday
Poland, Szczecin (ul Górnośląska 12/13; 70-664 Szczecin)	auto / truck		poniedziałek - piątek: 7- 18.00 Monday - Friday:7 -18.00			16-18.00 poniedziałek - piątek 16 - 18.00 Monday - Friday
Poland, Wrocław (TP no. 111 ul. Swojczycka 44; 51-501 Wrocław)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	24 h	11-13.00 poniedziałek - piątek 11-13.00 Monday- Friday	78 (dni robocze/ working days)	17-19.00 poniedziałek - piątek 17-19.00 Monday- Friday
Poland, Płock (TP no. 01, ul Chemiczów 7 09-411 Płock)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	24 h	6-8.00 poniedziałek - niedziela 6 - 8.00 Monday - Sunday	120-178 (dni robocze/ working days)	16-18.00 poniedziałek - niedziela 16-18.00 Monday - Sunday
Poland, Radzionków (ul Zofii Nałkowskiej 51; 41-922 Radzionków)	auto / truck		poniedziałek - piątek:7- 16.00 Monday - Friday: 7-16.00			
Poland, Bolesławiec , 59-700 Bolesławiec, ul. Kościuszki 24)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	poniedziałek-piątek: 6- 19.00 Monday-Friday: 6 -19.00	8-10.00 poniedziałek - piątek 8 - 10.00 Monday - Friday	72-127 (dni robocze/ working days)	15-17.00 poniedziałek - piątek 15-17.00 Monday - Friday
Poland, Lublin (TP no. 51 ul. Zembożycka 116B; 20-445 Lublin)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	24 h	10-12.00 poniedziałek - piątek 10.00.-12.00 Monday - Friday	72-126 (dni robocze/ working days)	16-18.00 poniedziałek - piątek 16 - 18.00 Monday - Friday
Poland, Gutkowo ; 11- 425 Gutkowo)	kolej / rail	* wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)/)/ wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)	poniedziałek-piątek: 6- 18.00 Monday-Friday: 6 -18.00	9-11.00 poniedziałek - piątek 9 - 11.00 Monday - Friday	72-127 (dni robocze/ working days)	16-18.00 poniedziałek - piątek 16 - 18.00 Monday - Friday

Uwaga

1/ w przypadku nieterminowego przybycia dostawy , dostawca zostanie powiadomiony o terminie odbioru próżnych wagonów

2/ wpływ na czas rozładunku dostawy mają badania jakościowe

Note

1. In the case of an untimely arrival of a delivery, the deliverer shall be informed about the term of collection of empty wagons.

2. Quality tests impact the duration of delivery unloading.

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Appendix No. 5 Additive package specification

Type of additives	Name of additive
Antioxidant	
Biocid	
Depresant agent	

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Appendix No. 6 a) ORLEN S.A. Fuel Terminal Safety Charter

ORLEN S. A. , UNIMOT, TanQuid FUEL TERMINAL SAFETY CHARTER

Safety regulations concerning loading and unloading of road tanks on the premises of Fuel Terminals

AT THE FUEL TERMINAL, SUBSTANCES POSING A RISK OF POISONING, FIRE AND EXPLOSION ARE STORED AND RELOADED

On the premises of the Fuel Terminal of ORLEN S.A., national and internal regulations apply.

Each person present on the premises of the Fuel Terminal is obliged to observe the above-mentioned regulations and instructions, and in the case of an alarm – to adjust to the commands of a dedicated employee of the Fuel Terminal, including the Rescue Action Leader (RAL).

The driver shall bear full responsibility and consequences – including a ban on entry to the Fuel Terminal – for non-observance of regulations (instructions, safety charter, as well as health and safety, fire protection and road traffic regulations).

Bans in force on the premises of the Fuel Terminal



1. Persons under the influence of alcohol, psychotropic drugs or other intoxicants are strictly forbidden from entering the premises of the Fuel Terminal. Bringing and consuming alcohol, narcotic drugs or psychotropic substances on the premises of the Fuel Terminal is strictly forbidden.
2. It is forbidden to bring animals, canisters and other containers (except for containers for collecting after-failure residues provided as an accessory of tanks, under the provisions of ADR), weapons, explosives and pyrotechnic products to the premises of the Fuel Terminal.
3. On the premises of the Fuel Terminal, the speed limit is 20 km/h. Please follow the vertical signs, horizontal signs, optical signals (lights) and commands of the Fuel Terminal personnel.
4. It is forbidden to enter areas in which an additional permission is required.
5. Stopping and parking of vehicles is permitted only in designated areas.
6. Drivers of road tanks may be present only within the designated parking spaces in the area of filling or unloading terminals, as well as in rooms dedicated to customer service. It is forbidden to move around the premises without an accompanying authorized employee of the Fuel Terminal.
7. Unauthorised accompanying persons are forbidden from entering the premises of the Fuel Terminal.
8. On the premises of the Fuel Terminal, it is forbidden to:
 - conduct any road tank repairs,
 - use open fire,
 - smoke outside dedicated and marked smoking areas,
 - use mobile phones, except for customer service rooms,
 - take photographs and film,
 - use electronic devices produced in a manner other than consistent with the Ex standard,
 - block roads and passages, access to fire-fighting equipment and emergency exits,
 - move on roads other than the designated ones,
 - manoeuvre in any manner in the area of entry and exit terminals, as well as filling and unloading terminals, without the assistance of a person outside the vehicle,
 - drive with an open lid of the loading and unloading platform,
 - drive with open upper hatches of a road tank

Obligations in force on the premises of the Fuel Terminal



1. On the premises of the Fuel Terminal, drivers are obliged to use antistatic protective clothing and shoes, gloves, protective goggles and protective helmets with CE certificate.
2. In the parking area, the driver of a road tank must maintain a safety distance of at least 5m to the vehicle in front, in order to ensure appropriate evacuation conditions in case of a danger.
3. A road tank may be loaded only after having performed the following actions: the engine and other electrically powered equipment, such as the radio, heating, mobile phone, etc., have been turned off, the parking brake has been applied, the earth, the vapour system and the anti-overfill system have been connected. During the filling of a road tank, the driver is forbidden from leaving the filling terminal, and the door of the driver's compartment should be closed during the unloading.
4. The driver of a road tank is obliged to conduct the loading/unloading process in accordance with Instructions placed on the loading/unloading front of the Fuel Terminal.

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5. During a storm (lightning), the loading/unloading of road tanks should be suspended.
6. During loading from above, the driver is obliged to deploy a barrier protecting against falls from height installed next to the bridge of the road tank. It is forbidden to open all hatches of compartments of road tanks at once. Only a hatch of the compartment aimed to be loaded may be open. The filling pipe must be lowered vertically to the bottom of the compartment, and the bottom valve must be closed – only then the filling may begin.
7. Before the unloading from below begins, the load must each time be subjected to airtight sealing by means of connecting a fuel vapour pipe to the road tank.
8. Each road tank adjusted to unloading from below shall have an anti-overfill system in a proper technical condition.
9. In the case of overfilling, fuel spill or other accidents, the filling/unloading must immediately be suspended and the Fuel Terminal personnel must be notified. In the case of a damage caused by the driver, the driver's employer – the perpetrator of the damage – may be charged with the remaining costs of remedying the damage.
10. After completion of loading, filling arms shall be placed in the parking position, and all pipes shall be disconnected. In the case of fillings used in the case of loading from above, the entry bridge shall be raised.
11. Lid of the loading and unloading platform shall be closed.
12. After completion of loading and collection of transport documents, together with a quality certificate, a road tank shall immediately leave the premises of the Fuel Terminal. It is forbidden for loaded road tanks to stop on the premises of the Fuel Terminal.
13. The road tank driver is obliged to strictly observe commands of the Fuel Terminal personnel, in particular in the event of a threat.
14. The road tank driver is obliged to inform the personnel about any accident or noticed threats.
15. Due to the filling self-service, the road tank driver, who have read the filling instruction and the safety charter, is be fully responsible for observing applicable regulations and provisions concerning loading and related activities.
16. Unloading of road tanks may take place only under constant supervision by the Fuel Terminal personnel.
17. Road tank drivers are obliged to undergo, at the request of relevant control services (Fuel Terminal Security, Police), tests for the presence of alcohol, narcotic drugs or psychotropic substances in the body, as well as a control concerning the knowledge of procedures and instructions for loading or unloading of fuel.

Rules applicable during emergency situations and alarms

Emergency numbers:

- 999** Emergency medical services
- 998** National Fire Service
- 997** Police
- 112** emergency number

Fire alarm:

An alarm is announced with the use of a siren sound.

Evacuation Rules:

After an alarm is announced, persons present at the premises of the Fuel Terminal must go to a designated assembly station (assembly points) using escape routes and wait for commands of the rescue action leader.



Types of threats posed by hazardous chemicals on the premises of the fuel terminal:

In the Fuel Terminal, liquid fuels derived from crude oil are stored.

These products are: flammable, toxic, carcinogenic, dangerous to the environment, may form explosive atmospheres.



Flammable



Toxic and carcinogenic



May form explosive atmospheres



Dangerous to the environment

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Appendix No. 6 b) Safety conditions applicable on the premises of Fuel Bases of PERN S.A.

Safety conditions applicable at PERN S.A. Fuel Bases

A. Acceptance and issue of hazardous materials (ADR, RID)

I. Acceptance and issue by rail

1. Applicable legal acts regarding the safety and operation of tank wagons:

- 1) Act of 28 March 2003 on rail transport (consolidated text: Journal of Laws of 2025, item 1234, as amended),
- 2) Act of 19 August 2011 on the transport of dangerous goods (consolidated text: Journal of Laws of 2024, item 643 as amended),
- 3) RID Regulations for the international transport of dangerous goods by rail,
- 4) Annex No. 2 to the SMGS Agreement.

Tank wagons and their accessories are subject to technical supervision regulations.

2. Technical requirements

Tank wagons should meet the requirements for construction, equipment, type approval and testing contained in the RID Regulations

3. The fittings of the tank wagon must be so placed that during transport and reloading its parts are not exposed to the risk of being torn off or damaged, and in particular:

- 1) they must provide the same level of safety as the tank,
- 2) the tightness of the fittings must be guaranteed even in the event of the tank wagon overturning.
- 3) Each device for filling or emptying from below in tank wagons intended for the transport of dangerous goods of class 3, containing the letter "B" in the third part of the tank code, must be equipped with at least three independent closures, placed in series, consisting of:
 - a) an internal shut-off valve, i.e. a shut-off valve mounted inside the tank or in a welded flange or an additional flange;
 - b) an external stop valve or a device of equivalent effectiveness at the end of each pipe,
 - c) a closing device at the end of each pipe, which may be a threaded plug, a blank flange or another device of similar effectiveness.
- 4) Provisions shall be made to enable the pressure in the discharge line to be safely released before the closing device is completely removed.

5) Internal stop devices for all filling and discharge openings of tanks intended for the carriage of flammable liquefied gases (Class 2) shall be quick-closing and shall close automatically in the event of accidental movement of the tank or a fire therein. It shall be possible to close the internal stop device from a safe distance:

- a) in the event of damage to the external means of releasing the discharge, the internal closure shall remain efficient,
- b) the tank of the tank wagon shall be equipped with efficiently operating ventilation devices, safety valves, vacuum valves or forced ventilation valves in accordance with the tank code.

Detailed provisions relating to the construction, equipment, type approval, testing and marking of tank wagons are contained in Chapter 6.8 of RID.

4. Marking

Each tank wagon must be equipped with plates and markings in accordance with the requirements of the RID Regulations.

Tank wagons carrying dangerous goods or empty goods not cleaned after these goods must be equipped with appropriate warning labels, other signs and orange plates with hazard identification numbers and UN identification numbers of the transported material.

5. General technical condition

Tank wagons must not show visible damage to the tank or its equipment. There must be no residue of the goods transported in it on the external surface of the tank. The external surfaces of the tanks must not be covered with flammable and/or slippery substances that pose a risk in the event of a fire or a threat to the personnel operating them. The running and braking systems of tank wagons must be functional, in accordance with the regulations in force in this respect.

6. Permission for use on the premises of fuel depots

Tank wagons that do not meet the conditions specified in points 2-5 may not be filled and emptied on fuel depots. The decision not to allow tank wagons to be loaded or unloaded rests with the Fuel Depot Coordinator, and the return of tanks to the sender is made in the complaint procedure.

7. Use

Tanks of tank wagons should be filled only with those goods for transport that have been approved for transport in these tanks. The permissible degree of filling of the tank wagon tank should not be exceeded. The mass of the load after the tank has been filled may not exceed the value established for the given track class. Empty, uncleaned tanks must be closed and tight during transport in the same way as when loaded, and also marked in the same way.

II. Acceptance and issue by road

1. Technical requirements and equipment of tank trucks.

1.1. Only tank trucks meeting the requirements of the ADR Agreement and the Act of 19 August 2011 (consolidated text: Journal of Laws of 2024, item 643, as amended) on the transport of dangerous goods and having current documents permitting traffic are used for the transport of dangerous goods.

1.2. The condition for permitting tank trucks to load dangerous goods is to have a current "Certificate of permitting vehicles to transport certain dangerous goods" issued by the Competent Authority, permitting the transport of the appropriate dangerous goods.

1.3. Tank trucks meeting the requirements of the provisions of the Act of 20 June 1997 - Road Traffic Law (consolidated text: Journal of Laws of 2024, item 1251 as amended) are used for the transport of other goods.

1.4. When loading in the bottom-up filling system, the tanker must be equipped with devices and safeguards adapted to cooperate, compatible with the devices and safeguard systems used in PERN S.A. (hereinafter: PERN), made in accordance with the provisions of the Regulation of the Minister of the Minister of Climate and Environment of July 24, 2023 on the technical conditions to be met by liquid fuel bases and stations, liquid gas bases and stations, long-distance transmission pipelines used for the transport of crude oil and petroleum products and their location (Journal of Laws of 2023, item 1707). and meeting the requirements of the Regulation of the Minister of Transport of 20 September 2006 on the technical conditions of technical supervision to be met by devices for filling and emptying transport tanks (consolidated text: Journal of Laws of 2015, item 34, as amended).

1.5. The Carrier acknowledges and declares that it is aware of the potential consequences of failure to apply, failure of security measures or use of devices that are not compliant with the standard in force at PERN Fuel Bases, and that this may lead to damage to the transport unit and damage on the part of PERN, including environmental pollution, the consequences of which will be borne by it.

1.6. The Carrier hereby releases PERN from liability for damages resulting from failure to apply, improper use or defects in the equipment of the transport units provided in relation to the requirements specified in the Regulation referred to above and the standards in force at PERN.

1.7. The tanker truck must not:

- 1) show any malfunction or damage to the tractor and tanker truck and accessories,
- 2) be contaminated with hazardous materials,
- 3) contain any elements that may cause a spark (tools, etc.),

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- 4) bring into the PERN Fuel Base any containers or other elements that are not required by the regulations for vehicle equipment,
5) be equipped with a portable lighting device other than one designed for use in zone 1 (first) of explosion hazard (required certificate and/or marking).

1.8. The ADR transport unit should have:

- 1) fire protection equipment in accordance with ADR requirements,
- 2) general and personal protective equipment specified in the Written Instruction in accordance with ADR.

2. The marking of an ADR tanker truck consists of:

2.1. Appropriate warning signs and stickers – according to the class and hazard posed by the transported dangerous goods.

2.2. Appropriate orange plates in accordance with the requirements of the ADR Agreement,
and in addition:

2.3. The marking should be legible and applied in the manner specified in the provisions of the ADR Agreement.

3. Requirements for the tanker truck driver and the second driver.

3.1. The tanker driver must meet the following requirements:

- 1) have a current "ADR Certificate" authorizing the transport of the appropriate dangerous goods and type of transport,
- 2) have a "Certificate of Qualification" in the scope of operation of devices for filling and emptying transport tanks issued by the competent authority in the territory of the Republic of Poland for the appropriate class of dangerous goods according to ADR subject to Transport Technical Supervision - applies to self-service of NO devices,
- 3) during their stay on the premises of the Fuel Base, they should wear goggles, a protective helmet, gloves and work clothing and protective footwear - in antistatic design.

3.2. The driver is subject to training in the scope indicated in point 3.3.

The training takes place at each PERN Fuel Base and is subject to renewal every 12 (twelve) months, and in justified cases the training may be repeated earlier.

3.3. The training is carried out in an electronic form via Kiosk MM, the eKiosk application or by competent and authorized persons from PERN Fuel Bases. The scope of the training includes:

- 1) procedures of the Company's Occupational Health and Safety Management System in the scope of the activities performed,
- 2) occupational health and safety, fire protection and environmental protection requirements applicable on the premises of the PERN Fuel Base,

3) rules of movement on the premises of the PERN Fuel Base,

4) rules of conduct in the event of a fire or failure,

5) familiarization with the location of communication means, first aid point, contact with persons responsible for safety matters.

In the case of a driver authorized to self-service NO devices - the training is extended to include technical service of filling and unloading stations of tank trucks at the PERN Fuel Base.

3.4. A tank truck driver who violates the safety standards applicable at PERN is immediately removed from loading and unloading work.

3.5. Before allowing a tank truck onto the premises of the PERN Fuel Base, security service employees carry out an inspection of the tank trucks and drivers. In the event of deviations from the standards specified in these "Terms and Conditions", the tanker or driver will not be allowed to enter the PERN Fuel Base. Inspection activities may also be carried out during the tanker's stay on the PERN Fuel Base and when leaving the facility.

3.6. Drivers who do not have a "Certificate of Qualification" in the scope of operating devices for filling and emptying transport tanks issued by the competent authority of the Republic of Poland are not allowed to self-service fuel collection from fuel bases operating in self-service mode. Loading takes place only under the supervision of an authorized employee of the fuel base.

4. Detailed principles of implementing fuel releases by road transport are regulated by the currently applicable Regulations on self-service fuel collection from PERN S.A. Fuel Base using proximity cards.2.

5. Emergency releases

In the event of the fuel base switching to emergency release mode for tanker transport, drivers may not load in self-service mode. All loading is carried out under the supervision of an authorized employee of the fuel base.

6. For the transport of bioethanol, tankers with a current "Certificate of approval for the transport of certain dangerous goods" issued by the appropriate authority, permitting the transport of the appropriate dangerous goods, equipped with 3" diameter camlock connections (male) should be used. In the event that the tanker is equipped with other types of connections, the driver should have a "switch/reduction" allowing the tanker to be connected to the discharge devices used at the Fuel Base.

B. Receipt and issue of other materials

1. **Transport units that meet the** requirements of the Act of 20 June 1997 - Road Traffic Law (consolidated text: Journal of Laws of 2024, item 1251 as amended) and meet the requirements of ADR are used to transport other goods.

2. **Detailed rules regarding the handling of material traffic and the procedure for issuing permits for the entry of drivers of vehicles** who are not registered in the CDOK system, drivers making deliveries for the needs of the Company's Facility are regulated by: "Instructions for the organization and control of personal and material traffic on the premises of PERN S.A."

3. Training

3.1. The driver is subject to training.

3.2. Training takes place at each PERN Fuel Base and is subject to renewal every 12 (twelve) months, and in justified cases, training may be repeated earlier.

3.3. The training includes:

- 1) procedures of the Company's Occupational Health and Safety Management System in the scope of the activities performed,
- 2) occupational health and safety, fire protection and environmental protection requirements applicable on the premises of the PERN S.A. Fuel Base,

3) rules of movement on the premises of the PERN S.A. Fuel Base,

4) rules of conduct in the event of fire or failure,

5) familiarization with the location of communication means, first aid point, contact with persons responsible for safety matters.

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Declaration

.....< name of the Supplier > agrees for the following data related to the execution of Deliveries for the ORLEN Group to be made available for an indefinite period of time by<name of the Carrier > to ORLEN S.A.:

- planned and conducted transport (timetable PKP PLK SA),,
- technical condition of trains (information about exclusion, place and date),
- detailed data (tank numbers, weight, tare weight, Product, etc. – data from consignment notes).

CC:

1. **Carrier**
2. **ORLEN S.A.**
3. **ad acta**

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Use of the Application for Transferring Data Related to the Planning of Fuel Deliveries to Fuel Terminals of



HSB Annotations

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Granted card no.

Request no.

Date of receipt of the request

Card validity date

I request for (select as appropriate)

update of data

1. Last name

[illegible]

2. First name

[illegible]

3. Type of identity document (select as applicable)

Passport

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4. PESEL No.

[illegible]

5. Series, number

6. Validity date

Day Month Year

7. Driving license number

| | | | | | | | | | | | | | |

8. ADR certificate number

[illegible]

9. Validity date

Day Month Year

10. TDT certificate number

| | | | | | | | | | | | | | |

DATA OF THE CARRIER

11. Name of the carrier

12. Town/City

| |

13. Street

14. House number

15. Flat number

|| || ||

16. Company indicating the driver

[illegible][illegible][illegible]

19. Fax

| | | | | | | | | |

| |

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More information concerning the video-surveillance system may be obtained by telephone, by electronic means, or at www.orlen.pl.

signature of the responsible person

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Use of the Application for Transferring Data Related to the Planning of Fuel Deliveries to Fuel Terminals of



12. Town/City

13. Street

14. House number15. Flat number

|||

DATA OF THE INDICATING COMPANY

16. Company indicating the vehicle

[illegible]

17. Employee indicating the vehicle *(first and last name)*

18. Phone19. Fax

20. E-mail21. Numbers of changed fields (complete only in the case of data update)Page 48 of 56

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Appendix No. 12 List of ORLEN tax warehouses

Lp.	Terminal Paliw/ Fuel Base	Stacja kolejowa/Kod stacji Railway station/Station code	Nr akcyzowy Excise Tax Number	Nr składu podatkowego Excise Warehouse Tax No.
ORLEN SA, ul. Chemików 7, 09-411 Płock				
1	ORLEN SA Terminal Paliw nr 01 Płock Ul. Chemików 7 09-411 Płock	Płock Trzepowo bocznica własna kod stacji: 032623	PL 44200038205	PL 44200039342
2	ORLEN SA Terminal Paliw nr 21 Sokółka Os. Buchwałowo 16-100 Sokółka	Sokółka bocznica własna Buchwałowo kod stacji: 024802	PL 44200038205	PL 44200052346
3	ORLEN SA Terminal Paliw nr 51 Lublin Ul. Zemborzycka 116B 20-445 Lublin	Lublin b-ca własna kod: 050500	PL 44200038205	PL 44200049343
4	ORLEN SA Terminal Paliw nr 74 Ostrów Wlkp. Ul. Węglowa 1 63-400 Ostrów Wlkp.	Ostrów Wlkp. Zachodni b-ca własna kod: 045906	PL 44200038205	PL 44200048342
5	ORLEN SA Terminal Paliw nr 93 Nowa Sól Al. Wolności 4 67-100 Nowa Sól	Nowa Sól b-ca własna kod: 042002	PL 44200038205	PL 44200045348
6	ORLEN SA Terminal Paliw nr 101 Mościska Ul. Estrady 8 05-080 Izabelin		PL 44200038205	PL 44200044347
7	ORLEN SA Terminal Paliw nr 111 Wrocław Ul. Swojczycka 44 51-501 Wrocław	Wrocław Swojczyce b-ca własna kod: 059279	PL 44200038205	PL 44200043346
8	ORLEN SA Terminal Paliw 02 Widelka 36-145 Widelka 869	Głogów Małopolski b-ca własna Kod : 082941	PL 44200038205	PL 44500197306
PERN SA, ul. Wyszogrodzka 133, 09-410 Płock				
9	PERN SA Baza Paliw nr 1 Koluszki Ul. Naftowa 1 97-140 Koluszki	Koluszki, b-ca własna PERN Kod stacji:047258	PL 44200003206	PL 44200011341
10	PERN SA Baza Paliw nr 2 Nowa Wieś Wielka Ul. Przemysłowa 1 86-060 Nowa Wieś Wielka	Nowa Wieś Wielka Bocznica PERN Kod stacji:019059	PL 44200003206	PL 44200008347
11	PERN SA Baza Paliw nr 3 Boronów Ul. Sienkiewicza 12 42-283 Boronów		PL 44200003206	PL 44200004343
12	PERN SA Baza Paliw nr 4 Rejewiec 62-093 Rejewiec	Stacja Stawiany Bocznica własna PERN Kod stacji: 031260	PL 44200003206	PL 44200009348
13	PERN SA Baza Paliw nr 5 Emilianów Ul. Napoleońska 1 Raszków, 05-205 Klembów		PL 44200003206	PL 44200006345
14	PERN SA Baza Paliw nr 9 Wola Rzędzińska Wola Rzędzińska 487 D 33-150 Wola Rzędzińska		PL 44200003206	PL 44200005344
15	PERN SA Baza Paliw nr 21 Dębogórze Ul. Rumska 7 81-198 Kosakowo		PL 44200003206	PL44100087344
16	PERN SA Baza Paliw nr 10 Kawice 59-230 Prochowice		PL 44200003206	PL44200025346
17	PERN SA Baza Paliw nr 22 Małaszewicze 21-540 Małaszewicze		PL 44200003206	PL 44200010349
TANQUID Sp. z o.o.				
18	TanQuid Polska Sp. z o.o. Ul. Zofii Nałkowskiej 51 41-922 Radzionków		PL 33100013204	PL 33100014341
UNIMOT TERMINALE Sp. z o.o., ul. Łukasiewicza 2, 43-502 Czechowice Dziedzice				
19	UNIMOT TERMINALE Sp. z o.o Terminal Szczecin Ul. Górnośląska 12/13 70-664 Szczecin		PL 24040008202	PL 24040015301
20	UNIMOT TERMINALE Sp. z o.o Terminal Gutkowo 11-425 Gutkowo 54	Gutkowo bocznica własna kod: 009514	PL 24040008202	PL 24040014309
21	UNIMOT TERMINALE Sp. z o.o. Terminal Bolesławiec Ul. Kościuszki 24 59-700 Bolesławiec	Bolesławiec b-ca własna kod :053850	PL 24040008202	PL 24040013308
RAFINERIA GDANSKA Sp. z o.o.				
22	Rafineria Gdańska Sp. z o.o. Ul. Elbląska 135 80-718 Gdańsk	Gdańsk Olszynka	PL 32200165203	PL 32200167306

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Appendix No.13. Information clause for members of corporate bodies, proxies, representative of the Seller and employees or associates who are contact persons or employees or associates who cooperate with Seller at the conclusion and implementation of the Agreement.

Information clause for members of corporate bodies, proxies, representative of the Seller and employees or associates who are contact persons or employees or associates who cooperate with Seller at the conclusion and implementation of the Agreement.

1. ORLEN S.A. with its registered office in Plock, ul. Chemików 7 informs that its the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.
2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information "Inspektor Ochrony Danych" (Data Protection Officer). Contact details of the Data Protection Officer are also available in the "Contact" tab at www.orlen.pl.
3. Your personal data, provided to ORLEN S.A. by**, (an entity cooperating with ORLEN S.A. or intends to cooperate with ORLEN S.A.), include, depending on the type of cooperation, necessary data to represent the legal person, data included in the documents confirming your authorisations or experience or constituting a product of the performance of the agreement, held by you.
4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:
 - a) performance of the agreement concluded with ORLEN S.A., whose party is / will be, the entity indicated in item 3, in particular for the purpose of verification of the declarations made by, the entity indicated in item 3, including confirmation of representation, the qualifications of the persons designated for the performance of the agreement, contact in the course of the performance of the agreement, exchange of correspondence, granting powers of attorney for representation of ORLEN S.A., proper performance of the agreement, control, settlement of the agreement, compliance with the principles of confidentiality and occupational health and safety,
 - b) handling, pursuing and defence of claims, if any, including claims between you and ORLEN S.A. or between ORLEN S.A. and the entity indicated in item 3.
 - c) fulfilment of legal obligations imposed on ORLEN S.A., including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Construction Law, the Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Agreement.
5. The legal grounds for the processing by ORLEN S.A. of your personal data, depending on the type of cooperation, for the purposes defined in Section 4 above include:
 - a) legally justified interest of ORLEN S.A. (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the agreement concluded between ORLEN S.A. and the entity indicated in item 3,
 - b) fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A.
6. The scope of personal data processed by ORLEN S.A. may include depending on the function and scope of cooperation, data: name and surname, position, function, business telephone number, business e-mail address, PESEL number, information about the rights and qualifications you have.
7. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (data recipients), including companies from ORLEN Capital Group, if it is necessary to achieve the purposes of processing indicated in item 3 to entities participating in purchasing processes, entities providing IT services in the scope of delivery of correspondence and shipments, protection of persons and property, assurance of occupational health and safety, consulting services, legal services and archiving services.
8. Your personal data are processed for the period necessary for implementation of legitimate interest of ORLEN S.A. and performance of obligations under the legal provisions. The data processing period may be extended only in the instances and to the extent as are provided for by the law.
9. In connection with the processing of your personal data you have the following rights:
 - a) the right to access the content of your data,
 - b) the right to require rectification of your personal data,
 - c) the right to require erasure of your personal data or limitation of processing,
 - d) the right to object, in the event your personal data are processed by ORLEN S.A. on the basis of its legitimate interest; the objection may be made due to a special situation.

You can send a request regarding the implementation of the above-mentioned rights by e-mail: daneosobowe@orlen.pl or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.
10. You may file a complaint with the President of the Personal Data Protection Office.

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Appendix No.14 Anti-corruption clause

1. Each of the **Parties** certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions applicable to the **Parties** as regards the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the **Parties**.
2. Each Party declares that it has implemented procedures for the prevention of corruption and conflict of interests.
3. Each of the **Parties** additionally certifies that, in connection with performance hereof, they 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 and anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with the **Parties**.
4. The **Parties** guarantee that, in connection with the conclusion and performance hereof, neither of the **Parties** and none of their owners, shareholders, stockholders, members of the management board, directors, employees, subcontractors and no other person acting on their behalf have made, proposed, promised to make or will propose to make or authorise any payment or another transfer constituting a financial benefit or any other benefit, either directly or indirectly, to any of the following:
 - (i) any member of the management board, director or another employee or agent of a Party or 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 granted to this term in the legal system of a country in which the present Agreement is performed or in which 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 any of the aforementioned; and
 - (v) any other person or entity – in order to obtain their decision, influence, or actions which may result in any privilege inconsistent with the law or for any other improper purpose, if the said action is or would be in breach of legal provisions on the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the **Parties**.
5. The **Parties** are under an obligation to immediately inform each other about each and every case of a breach of provisions laid down in this anti-corruption clause. At a written request of one of the **Parties**, the other Party shall provide information and answers to justified questions concerning the performance of this Agreement, to the extent compliant with the provisions of this anti-corruption clause.
6. Each of the **Parties** certifies that during the period of performance of this Agreement, it shall enable each person acting in good faith to report breaches of law via electronic mail to the address: naruszenieprawa@orlen.pl or by phone: +48 800 322 323 – without caller identification.
7. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Agreement by any representatives of any Party, the **Parties** shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.

Appendix No. 15 Sanction Clauses

1. REPRESENTATIONS OF THE SELLER

The Seller represents that, to the best of its knowledge, as of the date of the Agreement, it and its subsidiaries, parent companies and members of its bodies and persons acting in its name and on its behalf:

- (i) comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, and by other authorities of a similar nature and bodies acting on their behalf (hereinafter: the "**Sanction Provisions**");
- (ii) are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the "**Sanctioned Entity**");
- (iii) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (ii) above;
- (iv) do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;
- (v) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

2. OBLIGATIONS OF THE SELLER

2.1 The Seller hereby undertakes to ensure that during the term of the Agreement:

- (i) it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;
- (ii) any remuneration to which it is entitled under the Agreement will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;
- (iii) any of the representations represented in Clause 1 will remain correct.

2.2 In the event that any of the representations represented in Clause 2.1 becomes incorrect, the Contractor shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, inform the Purchaser of each such event and of the steps undertaken to restore the correctness of such representations.

2.3 In the event of breach of the obligations set forth in Clause 2.1, ORLEN S.A. shall be entitled to terminate the Agreement due to the fault of the Contractor and to recover any damages related thereto.

2.4 In addition, if as a result of violation of the obligations set forth in Clause 2.1 or Clause 2.2, ORLEN S.A. shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 (i), ORLEN S.A. shall be entitled to recover any damages related to such restrictions, sanctions or limitations.

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Nazwa składu podatkowego do którego wysyłany jest biokomponent / Name of the tax warehouse to which the biocomponent is shipped	Nazwa terminalu załadunkowego z którego wydawany jest biokomponent / Name of the loading terminal from which the biocomponent is sent	Ilość - dla bioetanolu w L20 (litry w temp. referencyjnej 20 C) - czystego 100% alkoholu - dla estrów L15 - litry w temperaturze referencyjnej 15 C (W formacie XXXXX,XXX)/ Volume - for bioethanol at L20 (liters at a reference temperature of 20 C) of pure 100% alcohol - For L15 esters - liters at a reference temperature of 15 C (XXXXX,XXX format)	Jednostka miary - L20 dla bioetanolu - L15 dla estrów / Unit - L20 for bioethanol - L15 for esters	Gęstość w kg/m3 - w temp 20 C dla bioetanolu - w temp 15 C dla estrów (W formacie XXXXX,XXX)/ Density in kg/m3 - at 20 C for bioethanol - at 15 C for esters (XXXXX,XXX format)	Stężenie w % - tylko dla bioetanolu (W formacie XXXXX,XXX)/ Concentration in % - only for bioethanol (XXXXX,XXX format)	Masa produktu w KG Dla bioetanolu powinna być to masa mieszanki (W formacie XXXXX,XXX)/ Product weight in KG For bioethanol, it should be the weight of the mixture (XXXXX,XXX format)

Nazwa dostawcy/ Seller's company name	Nazwa biokomponentu / Name of biocomponents	Nr zamówienia / Purchase order No.	Nr ARC z dokumentu eAD / ARC No. from eAD document	Nr dokumentu wydania / Shipping documents No.	Data wydania biokomponentu (w formacie DD.MM.RRRR) / Data of biocomponent's dispatch (DD.MM.YYYY format)	Numer akcyzowy składu podatkowego, do którego wysyłany jest biokomponent / Excise number of the tax warehouse to which the biocomponent is shipped

Appendix No. 17 Appendix describing the procedure for confirming delivered biocomponents by manufacturers with regard to the qualification of the Product under the reduced NIT.

This appendix describes the procedure for manufacturers for confirming that Product delivered to the Buyer meets manufacturing criteria, in order for the Buyer to benefit from the possibility to decrease the level of the National Indicative Target [hereinafter referred to as NIT] which must be reached in a given calendar year, pursuant to the provisions of Article 23(4) of the Act of 25 August 2006 on biocomponents and liquid biofuels as amended ("Act").

1. The Seller declares that the Seller conducts economic activity consisting in the manufacturing of biocomponents in conformity with the Article 2 (1), point 3 – according to the Act. In particular, the Seller is entered into the register of biocomponents' manufacturers, kept by the Managing Director of the National Center for Agricultural Support (KOWR) under the number: ZB-db/W/5/2007. Should the Seller be deleted from the register, the Seller shall promptly inform the Buyer about this fact.

2. The Seller declares to have read the content of this Appendix and to know the objective of the procedure described herein.

3. In particular, the Seller declares that the Product, delivered by the Seller under this Agreement, was manufactured in accordance with the requirements (the manufacturing criteria) specified in the Article 11(1) and 11(2) as well as Article 23(4) of the Act, i.e. with the use of:

- a) agricultural raw materials obtained from a farm located in the territory of at least one of the EU Member States, in the Republic of Turkey or in a member state of the European Free Trade Agreement (EFTA) – party of the Agreement on the European Economic Area, under a cultivation contract concluded between an agricultural producer managing the farm and a manufacturer, a converter or an intermediary, or
- b) biomass obtained under a supply agreement concluded between the manufacturer and intermediary or converter, or
- c) agricultural raw materials obtained from the manufacturers' own production.

At the same time, the Seller ensures that the Product, delivered by the Seller, was not made from the raw materials or biomass specified in the Article 11(3) of the Act.

The Seller is obliged to provide the Buyer with copies of contracts documenting the production of the Product, which was delivered to the Buyer, in conformity with the requirements specified in point 3. At the same time, the Seller declares that concluded contracts and deliveries, on the basis of which he sourced the agricultural products or biomass used to make the Product dedicated to the Buyer, meet the requirements indicated in the Article no. 12 of the Act.

4. The Seller undertakes to gather and convey, at the Buyer's request, any other documents required by public bodies monitoring the achievement of the National Indicative Target, i.e. the Managing director of the Energy Regulatory Office (URE) and/or the Managing Director of the National Centre for Agricultural Support (KOWR), in order to document the Buyer's right to benefit from the lowered level of the National Indicative Target.

5. What is more, in the case of:

- a) the Seller's failure to document the possibility to deliver the Product meeting the requirements specified in this Appendix,
 - b) identification by the Buyer of a lack of raw material security in the form of concluded agreements guaranteeing the performance of the agreement,
 - c) identification that the Product delivered by the Seller does not meet the requirements specified in this Appendix,
 - d) removing the Seller from the register of manufacturers kept by KOWR,
- the Buyer shall be authorised to terminate the Agreement with the immediate effect. This right may be performed by the Buyer until 31.12.2025.

6. The Seller is obligated to issue and send the Buyer, two identical copies of signed by authorized person, the Biocomponents information, mentioned in article 30a of the Act on biocomponents and liquid biofuels, according to up to date rules published by the National Center for Agricultural Support (KOWR) and Appendix 1 to the rules, not later than to the end of the month following the month of delivery. The latest version of the rules is included in Appendix to Regulation No 27/2026/Z of the Managing Director of the National Center for Agricultural Support (KOWR) on 10 April 2026.

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Appendix No. 18 RULES FOR ISSUING AND RECEIVING INVOICES

1. The following provisions shall prevail in the event of any discrepancies with the prior arrangements of the Parties, including other provisions of this Agreement concerning this subject matter.
2. The Seller shall issue and make available to the Buyer an invoice including a corrective invoice, using the National e-Invoice System (KSeF), unless the cases specified in the Act of 11 March 2004 on Goods and Services Tax (hereinafter: the "VAT Act") prevent such action or entitle the Seller to use another procedure. In such case, the invoice shall be issued and made available to the Buyer in accordance with the VAT Act and the provisions set out below.
3. Payment of the remuneration due to the Seller will be made based on an invoice issued pursuant to the terms specified in paragraph 2 above, to the bank account number indicated on the invoice, and within the time period described in §1.8 of the Trade Agreement.
4. The date of issue of a structured invoice is deemed to be the date the Seller submits the invoice to the KSeF, and in the case of an invoice referred to in Article 106nda. paragraph 1 or paragraph 16 of the VAT Act, or invoices issued during a period of KSeF failure or unavailability, the date of issue indicated by the Seller on that invoice.
5. The date of effective delivery of an invoice to the Buyer is deemed to be the date of its receipt within the meaning of the VAT Act; in the case of a structured invoice, this will therefore be the date on which an individual invoice identification number is assigned to it in the KSeF.
6. If the VAT Act allows the Buyer to receive an invoice in a manner other than using the KSeF system, such an invoice may be delivered to the Buyer at one of the following addresses:
 - a) e-mail: efaktura@orlen.pl (in such a case, the date of effective invoice delivery will be the date on which the Seller sends the Buyer an e-mail containing the aforementioned invoice in PDF format, marked with appropriate codes in accordance with the VAT Act, or the date of assigning an invoice identification number in the KSeF system – whichever occurs first).
 - b) ORLEN S.A., ul. Chemików 7, 09-411 Płock, with the note "INVOICE" (in such a case, the date of effective invoice delivery will be the date of delivery of the letter containing the aforementioned invoice to the Buyer, marked with the appropriate codes in accordance with the VAT Act [provided that in the event of failure to collect such a letter, the invoice will be deemed effectively delivered on the date of the so-called first notification of the letter containing the invoice] or the date of assignment of the KSeF identification number to the invoice – whichever occurs first).
7. An invoice will be deemed correctly issued if it is issued in accordance with the invoicing rules specified in the VAT Act.
8. Invoice attachments that are not structured (i.e., they do not constitute an integral part of the invoice and will not be delivered using the KSeF system) will be delivered to the following address: zal@orlen.pl. The subject line of the email in which the attachment is sent must include the KSeF number of the invoice to which the attachment relates. If the invoice was issued due to a failure or unavailability, the KSeF number should not be provided; the invoice number should be indicated.

Practical tips/technical issues:

- Attachments to a given invoice should be aggregated into a single PDF file, with the file size not exceeding 10MB; one PDF file with attachments to a given invoice should be sent in a single email.
- ORLEN S.A. does not download attachments via links (e.g., to portals, file sharing platforms, etc.) and does not support password-protected or compressed files, such as zip files.
- it is recommended to send invoice attachments on the day the invoice is issued.

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Appendix No. 19 Information Clause

INFORMATION CLAUSE

for persons representing the Bidder, designated for contact or cooperating with the Bidder in the conclusion and performance of contracts with ORLEN S.A.

Who is the controller of your personal data?

The controller of your personal data is ORLEN S.A., with its registered office in Plock, ul. Chemików 7. Contact phone numbers: +48 24 256 00 00, +48 24 365 00 00, +48 22 778 00 00.

How can you contact the Data Protection Officer?

You can write to the following e-mail address: daneosobowe@orlen.pl or by post to ORLEN S.A. with the note "Data Protection Officer". More information is available at www.orlen.pl under the "Contact" section.

What data do we process?

Your personal data, provided to ORLEN S.A. by Bidder, an entity cooperating with ORLEN S.A. or intends to cooperate with ORLEN S.A., include, depending on the type of cooperation:

- name and surname,
- job title and function,
- business phone number and e-mail address,
- PESEL number (Polish national identification number), or applicable national equivalent (Personal ID),
- information about authorizations and qualifications,
- data required for the legal, financial and sanction assessment of the Bidder.

For what purpose do we process the data?

The data is processed in order to:

- perform contracts with Bidders (e.g. contact, verification of authorizations, qualifications and declarations, issuing powers of attorney, correspondence exchange, proper performance of the contract, control, settlement of the contract, maintaining confidentiality and occupational health and safety),
- pursue and defend claims,
- fulfill legal obligations (e.g. resulting from the Anti-Money Laundering Act, construction law, EU regulations),
- assess the legal, financial and sanction credibility of Bidders in order to protect the economic and legal interests of ORLEN S.A., including ensuring the security of economic transactions and compliance with applicable sanction regulations, as well as by assessing the risk of cooperation. To achieve the above objective, personal data is co-administered by companies belonging to the ORLEN Group. Detailed information on the rules of co-administration is available at www.orlen.pl in the "Personal data" tab.

On what legal basis do we process the data?

- the legitimate interest of ORLEN S.A. (Article 6(1)(f) of the GDPR),
- legal obligations (Article 6(1)(c) of the GDPR).

Who may have access to your data?

The data may be transferred to companies within the ORLEN Group and other cooperating entities, participants in procurement processes, and entities such as IT, courier, security, OHS, legal, advisory, or archiving service providers.

How long do we process the data?

The data is processed for the time necessary to achieve the purposes and fulfill legal obligations. It may be stored longer only if required by law.

What are your rights?

You have the right to:

- access your data,
- rectify, delete or restrict the processing of your data,
- object (if the data is processed based on legitimate interest),
- lodge a complaint with the President of the Personal Data Protection Office.

Requests can be sent to: daneosobowe@orlen.pl or by post with the note "Data Protection Officer".

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